

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE EASTERN DISTRICT OF TEXAS  
3                   SHERMAN DIVISION

4               KEVIN CERVANKA, individually      )  
5               and on behalf of all others      )  
6               similarly situated,              )  
7    )  
8               Plaintiff,                      )  
9    )  
10              vs.                              ) Case No. 4:21-cv-00813-SDJ  
11    )  
12               JUMPP LOGISTICS, LLC and      )  
13               COUCH GOAT QUANDARY, LLC,    )  
14    )  
15               Defendants.                    )  
16    )

---

**Exhibit 1**

10                   ORAL DEPOSITION OF

11                   CORPORATE REPRESENTATIVE OF JUMPP LOGISTICS, LLC, and

12                   COUCH GOAT QUANDARY, LLC, BY AND THROUGH

13                   JOHN KNOPE

14                   FRIDAY, MAY 6, 2022

15  
16                   ORAL DEPOSITION OF JOHN KNOPE, produced as a  
17                   witness at the instance of the Plaintiff, and duly  
18                   sworn, was taken in the above-styled and numbered cause  
19                   on Friday, May 6, 2022, from 9:09 a.m. to 5:39 p.m.,  
20                   before Cheryl A. Dixon, RPR, CRR, Notary Public, in and  
21                   for the State of Texas, reported by machine shorthand,  
22                   at the offices of Brown Pruitt Wambsganss Dean Forman &  
23                   Moore, P.C., 201 Main Street, Suite 700, Fort Worth,  
24                   Texas, 76102, pursuant to the Federal Rules of Civil  
25                   Procedure.

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APPEARANCES		Page 2	INDEX		Page 3
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1	FOR THE PLAINTIFF:		3	Appearances	2
4	MS. PAMELA G. HERRMANN		4	JOHN KNOPE	
	HERRMANN LAW, PLLC		5	Examination By Ms. Herrmann	4
5	801 Cherry Street, Suite 2365		6	Witness Errata Sheet	184
	Fort Worth, Texas 76102		7	Certificate of Shorthand Reporter	186
6	817.479.9229		8	EXHIBITS	
	pamela@herrmannlaw.com		9	NO.	DESCRIPTION
7	MR. JERRY MURAD		10	Exhibit 4	Spreadsheet, Jumpp 0011284
8	LAW OFFICE OF JERRY MURAD		11	Exhibit 5	Spreadsheet, Jumpp 0011284
	P.O. Box 470067		12	Exhibit 6	Spreadsheet, Jumpp 0011285
9	Fort Worth, Texas 76147		13	Exhibit 7	Independent Contractor Agreement, Jumpp 000053-54
	817.335.5691		14	Exhibit 8	Independent Contractor Agreement, Jumpp 000051-52
10	jerrymurad@mac.com		15	Exhibit 9	Settlements Document, Cervenka 0040
11	FOR THE DEFENDANTS:		16	Exhibit 10	Logistics-Carrier Agreement, Jumpp 000055-65
12	MR. RANDAL L. DEAN		17	Exhibit 11	Same Day Critical Advertisement
13	MR. TYLER G. SCHOLES		18		
14	BROWN PRUIT WAMBSGANSS DEAN FORMAN & MOORE, P.C.		19		
	201 Main Street, Suite 700		20		
15	Fort Worth, Texas 76102		21		
	817.338.4888		22		
16	rdean@brownpruitt.com		23		
	tscholes@brownpruitt.com		24		
17	ALSO PRESENT:		25		
18	Whitney Jordan				
19					
20					
21					
22					
23					
24					
25					
	PROCEEDINGS	Page 4			Page 5
1	--- ooo ---		1	you perform?	
2	JOHN KNOPE,		2	<b>A. I help with recruiting, built the web page.</b>	
3	having been first duly sworn, testified as follows:		3	Q. With regards to recruiting, recruiting for --	
4	EXAMINATION		4	tell me what positions that you recruit for.	
5	BY MS. HERRMANN:		5	<b>A. Drivers.</b>	
6	Q. Can you please state your full name for the		6	Q. And how do you recruit drivers?	
7	record, please?		7	<b>A. We have a couple of different methods. We either use Indeed or we have some drivers that are referred from existing drivers.</b>	
8	<b>A. Sure. John Lawrence Knope.</b>		8	Q. Do you offer a referral bonus?	
9	Q. And what is your current position with Jumpp		9	<b>A. Not to my knowledge.</b>	
10	Logistics?		10	Q. Have you ever offered a referral bonus?	
11	<b>A. I'm a vice president.</b>		11	<b>A. Not that I'm aware of. I think that could be different from one dispatcher to another.</b>	
12	Q. And what is your position with Couch Goat? I		12	Q. So tell me about that.	
13	had to think about that a little bit.		13	<b>A. A dispatcher in Dallas may offer a reward.</b>	
14	<b>A. It's the same.</b>		14	<b>I'm not aware. It's their discretion.</b>	
15	Q. And vice president?		15	Q. And you mentioned recruiting through	
16	<b>A. Correct.</b>		16	Indeed?	
17	Q. Can you tell me what you do as vice president		17	<b>A. Mm-hmm.</b>	
18	for -- if it's the same, so for both Jumpp and Couch		18	Q. Did you mention any other platforms?	
19	Goat?		19	<b>A. We've done a little bit in Facebook. I think that's all, though.</b>	
20	<b>A. Sure. Predominantly marketing and I guess I'd say whatever else my boss asks of me.</b>		20	Q. And what is it that you do on Facebook for	
21	Q. And who's your boss?		21	recruiting?	
22	<b>A. Larry Jordan.</b>				
23	Q. So other than marketing, what other duties do				

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<p>1     <b>A. We would place an ad.</b></p> <p>2     Q. And what kind of ad?</p> <p>3     <b>A. Just an ad that we had openings.</b></p> <p>4     Q. Who drafts the content of the ads?</p> <p>5     <b>A. Who -- I'm sorry?</b></p> <p>6     Q. Drafts the contents, so the words on the</p> <p>7     ad?</p> <p>8     <b>A. I would draft it and then it would be</b></p> <p>9     <b>reviewed by our team.</b></p> <p>10    Q. And who's part of that team?</p> <p>11    <b>A. Larry Jordan, John Centala.</b></p> <p>12    Q. You said John?</p> <p>13    <b>A. C-e-n-t-a-l-a.</b></p> <p>14    Q. And what is Centala's position?</p> <p>15    <b>A. I believe he's a president.</b></p> <p>16    Q. Of which company?</p> <p>17    <b>A. Of both.</b></p> <p>18    Q. So other than recruiting, marketing, what</p> <p>19    other duties do you perform?</p> <p>20    <b>A. That would be the majority.</b></p> <p>21    Q. And how long have you been with companies?</p> <p>22    <b>A. Just over a year.</b></p> <p>23    Q. Prior to joining Jumpp and Goat --</p> <p>24    <b>A. Jumpp and Couch Goat.</b></p> <p>25    Q. Couch Goat, where were you employed?</p>	<p>Page 6</p> <p>1     <b>A. I was employed at a mailing business,</b></p> <p>2     <b>Complete Mailing Partners.</b></p> <p>3     Q. I'm assuming Complete Mailing Partners is the</p> <p>4     name?</p> <p>5     <b>A. Yes.</b></p> <p>6     Q. And what did you do there?</p> <p>7     <b>A. I was vice president of sales and marketing.</b></p> <p>8     Q. And how long were you there?</p> <p>9     <b>A. Year and a half.</b></p> <p>10    Q. I'm going to assume that you did some type of</p> <p>11    mailing, but I'm going to ask you, what type of business</p> <p>12    they were?</p> <p>13    <b>A. They sell and service mailing equipment. So</b></p> <p>14    <b>any business that does a lot of mail uses a postage</b></p> <p>15    <b>meter, other equipment related to it.</b></p> <p>16    Q. Are you talking about like when you weigh the</p> <p>17    envelopes --</p> <p>18    <b>A. Mm-hmm, exactly.</b></p> <p>19    Q. -- and calculate?</p> <p>20    And did you meet with the attorneys prior</p> <p>21    to prepare for this deposition?</p> <p>22    <b>A. Did I meet with the attorneys to prepare for</b></p> <p>23    <b>this deposition?</b></p> <p>24    Q. Yes.</p> <p>25    <b>A. This morning.</b></p>
<p>1     Q. Is that the only time you met?</p> <p>2     <b>A. We met last week.</b></p> <p>3     Q. So let's first talk about last week?</p> <p>4     <b>A. Okay.</b></p> <p>5     Q. How long did you meet?</p> <p>6        MR. DEAN: I'm going to object and</p> <p>7        instruct the witness not to answer that question</p> <p>8        regarding the duration of conferences with counsel.</p> <p>9        MS. HERRMANN: So he can --</p> <p>10      MR. DEAN: I'm instructing this witness</p> <p>11      not to answer that question.</p> <p>12    BY MS. HERRMANN:</p> <p>13      Q. So you can actually tell me the time, whether</p> <p>14      it was an hour or 30 minutes, you just can't tell me --</p> <p>15      well, actually, any conversation preparation of the</p> <p>16      deposition is actually discoverable. It's not</p> <p>17      privileged, especially Rule 30(b)(6) deposition, so --</p> <p>18      and I'm just asking the time. So how long --</p> <p>19      approximately how long did you meet for?</p> <p>20      MR. DEAN: You can answer.</p> <p>21      <b>THE WITNESS: I don't recall exactly, but</b></p> <p>22      <b>I think it was about an hour, hour and a half.</b></p> <p>23    BY MS. HERRMANN:</p> <p>24      Q. And what type of documents did you review?</p> <p>25      <b>A. We reviewed the -- I believe you called it</b></p>	<p>Page 8</p> <p>1     <b>the 30(b)(6) and we reviewed -- I don't recall reviewing</b></p> <p>2     <b>any other documents at that time.</b></p> <p>3     Q. And the Rule 30(b)(6) notice for both Coach</p> <p>4     and Jumpp?</p> <p>5     <b>A. Couch Goat and Jumpp.</b></p> <p>6     Q. Couch?</p> <p>7     <b>A. Yes.</b></p> <p>8     Q. I'm going to get it right --</p> <p>9     <b>A. It's okay.</b></p> <p>10    Q. -- towards the end.</p> <p>11    Did you prepare the document production</p> <p>12    that was turned over to the attorneys who then produced</p> <p>13    it to plaintiffs?</p> <p>14    <b>A. I'm sorry, repeat that one more.</b></p> <p>15    Q. The document production -- let me start</p> <p>16    first. Did you review the document production that was</p> <p>17    produced in this litigation?</p> <p>18    <b>A. Yes.</b></p> <p>19    Q. Did you prepare the document production that</p> <p>20    was then handed over?</p> <p>21    <b>A. Some of the materials I prepared.</b></p> <p>22    Q. Can you tell me what are some of those</p> <p>23    materials that you prepared?</p> <p>24    <b>A. Anything pertaining to recruiting, so all of</b></p> <p>25    <b>the Indeed ads. Many of the text messages I helped</b></p>

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<p style="text-align: right;">Page 10</p> <p><b>1 prepare. I believe I also downloaded some of the 2 information out of Openforce.</b></p> <p>3 Q. So I want to talk about Openforce and Gig 4 Wage, timeline wise.</p> <p>5 A. Okay.</p> <p>6 Q. I know that was discussed in yesterday's 7 deposition, just to get a clarification on some time 8 frames. What came first, Gig Wage or Openforce?</p> <p>9 A. Well, Gig Wage came before Openforce.</p> <p>10 Q. Okay.</p> <p>11 A. But there was paper checks before Gig Wage.</p> <p>12 Q. So paper checks first and those were 13 issued -- who issued the paper checks?</p> <p>14 A. Whitney.</p> <p>15 Q. Whitney Jordan?</p> <p>16 A. Yes.</p> <p>17 Q. And then next was Gig Wage?</p> <p>18 A. Gig Wage, correct.</p> <p>19 Q. And who is -- let me start by asking who is 20 point of contact from defendants to Gig Wage?</p> <p>21 A. Whitney Jordan.</p> <p>22 Q. And then after Gig Wage, Openforce?</p> <p>23 A. Correct.</p> <p>24 Q. And again, who's the point of contact from --</p> <p>25 A. Whitney Jordan.</p>	<p style="text-align: right;">Page 11</p> <p>1 Q. So let's talk about Gig Wage. What did Gig 2 Wage provide other than payroll services?</p> <p>3 A. That's outside of my area of expertise.</p> <p>4 That's all I know it does.</p> <p>5 Q. And when you say "outside of your area of 6 expertise," what do you mean by that?</p> <p>7 A. I don't have anything to do with payroll.</p> <p>8 Q. And who presents the agreements to the 9 drivers?</p> <p>10 A. I'm assuming you're talking about the 11 independent contractor agreement?</p> <p>12 Q. There's multiple versions, depending on 13 whether it was Openforce or Gig Wage, so for right now 14 let's say any agreement.</p> <p>15 A. The person that's recruiting that driver 16 would provide them with either the agreement or a link 17 to complete the agreement.</p> <p>18 Q. Is there a designated group of individuals 19 that recruit and provide these agreements or how does 20 that work?</p> <p>21 A. Dispatchers also do recruiting, so anyone 22 that is a dispatcher could be trying to get more drivers 23 and they would share the same materials.</p> <p>24 Q. And this is just an example: dispatcher 25 recruits a driver, presents the materials today through</p>
<p style="text-align: right;">Page 12</p> <p>1 Openforce?</p> <p>2 A. Correct.</p> <p>3 Q. And then before Openforce through Gig Wage?</p> <p>4 A. I -- I'm not sure if the document was 5 presented through Gig Wage or if it was presented in 6 DocuSign.</p> <p>7 Q. Okay.</p> <p>8 A. I believe that DocuSign was actually the 9 vehicle for signing the agreement. Gig Wage was the 10 payment method.</p> <p>11 Q. Okay. And so in both manners, recruiter 12 would then present the agreement?</p> <p>13 A. Correct.</p> <p>14 Q. Through some form?</p> <p>15 A. Correct, right.</p> <p>16 Q. Okay. And who maintains these agreements?</p> <p>17 A. I'm not sure I understand what you mean when 18 you say "maintains."</p> <p>19 Q. So where are they stored?</p> <p>20 A. Now they're stored in the cloud.</p> <p>21 Q. There's so many different types. Is this 22 Google Cloud or are we talking more about the 23 defendants, so Jummp's cloud or Couch?</p> <p>24 A. Couch Goat?</p> <p>25 Q. Yes.</p>	<p style="text-align: right;">Page 13</p> <p>1 A. I believe that these are all -- I would have 2 to talk to our systems people for certainty here, but I 3 believe that these are stored in Openforce's cloud.</p> <p>4 Q. And how do you track the drivers? So let 5 me -- it's going to be a little bit tricky to ask. 6 Defendants produce lists of drivers, how is that -- how 7 are those created? How is that list created?</p> <p>8 A. You're talking about the list of what we --</p> <p>9 Q. Yeah, so you have drivers and then you have 10 routes. I'm not looking at the delivery routes or the 11 assignments right now. I'm just looking at how do you 12 know -- if someone wants to say "I want a list of all of 13 your drivers," how would you present that information?</p> <p>14 A. I would go into our dispatching software, 15 CXT, and I would extract a list of active drivers.</p> <p>16 Q. Are there functions to be able to exclude 17 certain drivers from the active list? Let's say I know 18 yesterday we were discussing -- or yesterday during the 19 deposition -- that some individuals may operate under an 20 LLC. Would you be able to exclude those individuals?</p> <p>21 A. I'm not aware of any method to do that. I 22 just don't know.</p> <p>23 Q. Okay. And you said CXT?</p> <p>24 A. Mm-hmm.</p> <p>25 Q. Is that the abbreviation or?</p>

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<p style="text-align: right;">Page 14</p> <p>1     <b>A. I think that's the software name, the maker</b>      2     <b>of the software. I think X Dispatch is actually the</b>      3     <b>name of the program that we run on the dispatch side.</b>      4     Q. So I'm going to have to ask you, CXT and X      5     Dispatch?      6     <b>A. X Dispatch.</b>      7     Q. Two separate?      8     <b>A. X Dispatch is the dispatching part of the</b>      9     <b>program that CXT makes.</b>      10    Q. So all CXT; X Dispatch is part of CXT?      11    <b>A. Yes, right.</b>      12    Q. I don't know if technology has made it easier      13    or harder.      14    <b>A. Right.</b>      15    Q. Is CXT or the X Dispatch under CXT used for      16    payroll?      17    <b>A. I would say it's not used for payroll but it</b>      18    <b>produces data to show us what drivers did what</b>      19    <b>deliveries, so I don't know that you could do payroll</b>      20    <b>without it.</b>      21    Q. You need one or the other?      22    <b>A. Right.</b>      23    Q. Understandably.      24       That's where you track, so the driver,      25    delivery, customer route?</p>	<p style="text-align: right;">Page 15</p> <p>1     <b>A. Mm-hmm.</b>      2     Q. Base pay?      3     <b>A. I believe all of that is in CXT or in X</b>      4     <b>Dispatch, yes.</b>      5     Q. X Dispatch within CXT?      6     <b>A. Correct.</b>      7     Q. And that works with the payroll where you cut      8     the checks from, which would now be Openforce?      9     <b>A. That is correct.</b>      10    Q. Okay. Who inputs the information into -- so      11    I'm going to start with X dispatch.      12    <b>A. Okay.</b>      13    Q. Who inputs the information in that system?      14    Or explain to me how it works.      15    <b>A. It's -- okay. A new driver is entered into</b>      16    <b>CXT and then orders are fed into X Dispatch -- I'm</b>      17    <b>sorry, I should have said drivers are entered into X</b>      18    <b>Dispatch, so a new driver is created in X Dispatch.</b>      19    <b>Orders are loaded into X Dispatch and then a dispatcher</b>      20    <b>selects an order and offers it to a driver.</b>      21    Q. Let's say order is accepted, what happens      22    next?      23    <b>A. The driver picks up the order, makes the</b>      24    <b>delivery and records that -- those steps are finished</b>      25    <b>and potentially does a proof of delivery in the system.</b></p>
<p style="text-align: right;">Page 16</p> <p>1     <b>Some of those requirements or some of those functions</b>      2     <b>can vary from one customer to another.</b>      3     Q. So depending on the customer's instructions      4     on what they require --      5     <b>A. Correct.</b>      6     Q. -- depends on the order?      7     <b>A. Right.</b>      8     Q. Regardless of the customer instructions, do      9     you have to confirm that the delivery has been picked      10    up?      11    <b>A. I don't know if that's a requirement.</b>      12    Q. Okay. So if you don't know if it's been      13    picked up or delivered, how does the driver get paid?      14    <b>A. The driver would need to notify us that the</b>      15    <b>delivery has been made to get compensated. I just don't</b>      16    <b>know if it's -- I don't know if every customer requires</b>      17    <b>us to say when it was picked up or, yes, it was picked</b>      18    <b>up.</b>      19    Q. Fair. So there has to be some confirmation,      20    regardless of the customer, that the delivery was      21    complete?      22    <b>A. Yes.</b>      23    Q. And then confirmation is provided -- I think      24    this is a little bit different -- provided to the      25    dispatcher?</p>	<p style="text-align: right;">Page 17</p> <p>1     <b>A. No. The driver would indicate that he's</b>      2     <b>completed the delivery, either in the software or by</b>      3     <b>contacting his dispatcher.</b>      4     Q. Regardless of contacting dispatcher directly      5     or inputting it, it has to be recorded in the software      6     at some point?      7     <b>A. Yes.</b>      8     Q. Thank you for bearing with me, I'm just      9     trying to get there.      10    <b>A. No problem.</b>      11    Q. I know you mentioned X Dispatch is part of      12    CXT. Are there any other similar subs?      13    <b>A. The drivers use a software called Nextstop,</b>      14    <b>so Nextstop is also made by CXT. So CXT is the software</b>      15    <b>manufacturer.</b>      16    Q. Okay.      17    <b>A. And X Dispatch is what the dispatchers use,</b>      18    <b>and that communicates with Nextstop.</b>      19    Q. And what is Nextstop used for?      20    <b>A. It's what shows a driver the orders that they</b>      21    <b>can accept and once they've accepted them, it provides</b>      22    <b>them with information about how to complete the</b>      23    <b>delivery.</b>      24    Q. Other than that information, what else does      25    Nextstop provide?</p>

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<p style="text-align: right;">Page 18</p> <p>1 A. It can provide navigation, but I believe it 2 actually launches the smartphone into another app. So I 3 think what happens is, it has the address of where that 4 delivery is to be made and if they choose to use the 5 navigation, it will launch them into I believe it's 6 Apple Maps on an iPhone.</p> <p>7 Q. And then so we have X Dispatch, Nextstop. 8 Any other parts to CXT that are similar to X Dispatch?</p> <p>9 A. Not that I'm aware of.</p> <p>10 Q. Other than CXT, are there any other softwares 11 that are used?</p> <p>12 A. In the company or?</p> <p>13 Q. Yes.</p> <p>14 A. Outside of -- we've already talked about 15 Openforce. We've talked about Gig Wage. We mentioned 16 Docusign; these are all going back in time. Today 17 it's -- to my knowledge, we may have some accounting 18 software that we use for other things that I don't have 19 any exposure to, but for the most part it is CXT 20 software for the dispatching and Openforce for payment.</p> <p>21 Q. And regarding the instruction videos on 22 Nextstop, who creates those instruction videos?</p> <p>23 A. There are two that I'm aware of, basically an 24 older version and a newer version, so there's really 25 one, it's just a matter of which version are we looking</p>	<p style="text-align: right;">Page 19</p> <p>1 at. The prior version was created before I started 2 working for Jummp; I don't recall who created that, and 3 I created the second version.</p> <p>4 Q. Can you tell me about the one you created?</p> <p>5 A. What would you like me to tell you?</p> <p>6 Q. When did you create it?</p> <p>7 A. I don't recall the date specifically. I 8 would have to pull it up and look on YouTube. I would 9 say it's been in the last eight months.</p> <p>10 Q. Are there any significant differences between 11 the older and new version?</p> <p>12 A. Can I say the quality?</p> <p>13 Q. Yes, you can say quality, that's absolutely 14 fine.</p> <p>15 A. What I would say is the content in large is 16 much the same. The only thing that I notice that is 17 drastically different is that it was captured where it's 18 easier to see the screen, versus in the past it was 19 someone holding a phone recording another phone, so it 20 was just very difficult to really watch.</p> <p>21 Q. Okay. That's like the new function they have 22 on the Apple iPhone where you can actually record the 23 steps, so --</p> <p>24 A. Mm-hmm.</p> <p>25 Q. And what -- it's going to be tricky because</p>
<p style="text-align: right;">Page 20</p> <p>1 the way it was done phone over phone for the display. 2 What is it displaying?</p> <p>3 A. It shows a driver how to utilize the software 4 to improve their efficiency.</p> <p>5 Q. And the software, CXT?</p> <p>6 A. I'm sorry, actually Nextstop. It is a 7 Nextstop quick overview of how to use Nextstop.</p> <p>8 Q. And next part is part of CXT?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. I just want to make sure we're talking 11 about the same software.</p> <p>12 Other than using the software more 13 efficiently, what else does it display to the driver?</p> <p>14 A. Well, it shows them how they can use the 15 navigation and how to capture a proof of delivery.</p> <p>16 Q. And what do you mean "capture a proof of 17 delivery"?</p> <p>18 A. Some clients require that we take a picture 19 of where a shipment was delivered, so it shows them how 20 they can capture that image: put the box in front of 21 the house, take the image, and it imbeds that into the 22 order.</p> <p>23 Q. Does it provide any -- or does it display any 24 instructions regarding confirming a completed 25 delivery?</p>	<p style="text-align: right;">Page 21</p> <p>1 A. Does the video show that?</p> <p>2 Q. So the video displays how to use the 3 software?</p> <p>4 A. Mm-hmm.</p> <p>5 Q. So does it display how to confirm?</p> <p>6 A. I believe it's in there as well, yes.</p> <p>7 Q. Okay. And that would entail the steps on how 8 to input, that it's been completed, and the information 9 whatever may be necessary?</p> <p>10 A. Yes.</p> <p>11 Q. And who provides the app instructions to the 12 drivers?</p> <p>13 A. I believe the dispatchers do while they're 14 going through that onboarding process.</p> <p>15 Q. What does the onboarding process entail?</p> <p>16 A. Sending them links to complete their 17 Openforce enrollment, and largely just answering 18 questions about what does the job entail, how do they 19 get paid, that type of thing.</p> <p>20 Q. The app instructions and the display and the 21 Nextstop videos are displayed during the onboarding?</p> <p>22 A. I believe after a driver completes his 23 Openforce enrollment and he is now a contracted 24 individual, I believe that's when they would send the 25 information -- a link to "Here's a video. If you'd like</p>

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<p style="text-align: right;">Page 22</p> <p><b>1 to watch this, that might help you with using our 2 software."</b></p> <p>3 Q. And other than the links and instructions, 4 what else is encompassed with that onboarding process?</p> <p>5 A. <b>That's largely it.</b></p> <p>6 Q. Do the dispatchers communicate with the 7 drivers through some component of CXT?</p> <p>8 A. <b>Not that I'm aware of.</b></p> <p>9 Q. I should probably be a little bit more 10 specific. So regarding the orders or deliveries, those 11 are inputted through CXT and that's how the driver is 12 aware?</p> <p>13 A. <b>Yes. A dispatcher also may call or text and 14 ask if they're interested in a particular order.</b></p> <p>15 Q. And what are the hours of operation?</p> <p>16 A. <b>Honestly, I don't know. They seem to vary 17 from one day to the next. There are some deliveries 18 that are done in the middle of the night.</b></p> <p>19 Q. Do they vary based on demand?</p> <p>20 A. <b>Of course, yes.</b></p> <p>21 Q. But whether demand is high or low, it's the 22 same process that we were talking about, CXT, placed in 23 the system?</p> <p>24 A. <b>To all of my knowledge, yes. I don't know of 25 any exceptions.</b></p>	<p style="text-align: right;">Page 23</p> <p>1 Q. Same question, regardless of the customer?</p> <p>2 A. <b>Some customers may have more specific 3 delivery requirements but the process remains the same.</b></p> <p>4 Q. And do you know or recall the agreement that 5 is provided through Openforce?</p> <p>6 A. <b>Do I know or recall the agreement?</b></p> <p>7 Q. Mm-hmm.</p> <p>8 A. <b>I'm familiar with the agreement.</b></p> <p>9 Q. Can you tell me what that agreement is?</p> <p>10 A. <b>It's essentially an independent contractor 11 agreement and it is between Jumpp or Couch Goat and the 12 independent contractor.</b></p> <p>13 Q. And who is Christopher George?</p> <p>14 A. <b>Chris George is the team lead and a 15 dispatcher for Couch Goat.</b></p> <p>16 Q. Team lead and dispatcher?</p> <p>17 A. <b>Mm-hmm.</b></p> <p>18 Q. Can you tell me what a team lead is?</p> <p>19 A. <b>He has other dispatchers that work for him.</b></p> <p>20 Q. Oversees other dispatchers?</p> <p>21 A. <b>Mm-hmm.</b></p> <p>22 Q. And then he is also a dispatcher?</p> <p>23 A. <b>Correct.</b></p> <p>24 Q. How long has he been with or does he work for 25 both Jumpp and Couch Goat?</p>
<p style="text-align: right;">Page 24</p> <p>1 A. <b>Yes. I don't know his tenure, I'm sorry, I 2 have no idea. I'm sure it's more than 10 years, but I 3 have no idea how many.</b></p> <p>4 Q. Okay. Is he related to Larry Jordan?</p> <p>5 A. <b>No.</b></p> <p>6 Q. Is he related to Whitney Jordan?</p> <p>7 A. <b>No.</b></p> <p>8 Q. And who's Andrew Hawkins?</p> <p>9 A. <b>I believe he's an attorney, but I've not met 10 him.</b></p> <p>11 Q. And when individuals sign the agreement we're 12 talking about through Openforce, and for now I'm going 13 to stick to Openforce, so if I talk about a different 14 time or different platform like Gig Wage, I'll let you 15 know.</p> <p>16 A. <b>Okay.</b></p> <p>17 Q. So for now Openforce, the agreement, the 18 enrollment, how do you confirm that somebody has signed 19 other than the actual agreement? Is there a list of 20 individuals with dates that they sign an agreement?</p> <p>21 A. <b>I'm sorry, repeat the question one more time.</b></p> <p>22 Q. So other than the signed agreement, is there 23 a list identifying the individuals that have signed the 24 agreement and the date the agreement is signed?</p> <p>25 A. <b>I don't know of any list. I know that we can</b></p>	<p style="text-align: right;">Page 25</p> <p>1 see in Openforce which drivers are contracted and when 2 they completed their contract.</p> <p>3 Q. Okay. And completed, signed?</p> <p>4 A. <b>There's multiple steps to the whole process 5 so it's difficult to explain, but I believe in the audit 6 trail, if you will, of a particular driver and his 7 agreement, we can see when he signed it, as well as when 8 it was contracted, when it was completed, when everyone 9 blessed it and it was done.</b></p> <p>10 Q. So there might be a little bit of a variance 11 between signature on the contract and complete?</p> <p>12 A. <b>Correct.</b></p> <p>13 Q. All documents have been reviewed and 14 processed and such?</p> <p>15 A. <b>Correct.</b></p> <p>16 Q. And what type of insurance are -- now what 17 type of insurance are the drivers required to have?</p> <p>18 A. <b>Vehicle insurance.</b></p> <p>19 Q. What coverage amount?</p> <p>20 A. <b>I'm sorry, I don't know off the top of my 21 head.</b></p> <p>22 Q. And have they always been required to have 23 insurance?</p> <p>24 A. <b>To my knowledge, yes. I don't know how well 25 that's been monitored, enforced, policed, whatever term</b></p>

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<p>1 <b>you'd like to use.</b></p> <p>2 Q. During the enrollment process -- I know you 3 mentioned you don't know how well it's been enforced, 4 but during the enrollment process, is it a requirement 5 to show coverage?</p> <p>6 <b>A. I don't know. I'm not sure if insurance 7 verification is part of that enrollment or not.</b></p> <p>8 Q. Is it part of the agreement?</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. And the agreement is part of the enrollment 11 process?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. And I might have asked you, the agreement on 14 Openforce, did you have any part with that agreement?</p> <p>15 <b>A. We -- a very, very small part. We added a 16 social media clause to the confidentiality section.</b></p> <p>17 Q. When was that added?</p> <p>18 <b>A. I believe it was summer of 2021. I'm not 19 really sure of the exact date, but prior to people 20 starting to enroll with Openforce.</b></p> <p>21 Q. And who added that social media part to the 22 confidentiality cause?</p> <p>23 <b>A. Who added it? We provided suggested language 24 and Openforce came back and made minor modifications to 25 the language, but they updated the agreement to include</b></p>	<p>Page 26</p> <p>1 <b>what we asked.</b></p> <p>2 Q. And can you tell me the purpose of adding 3 that social media part to the confidentiality clause?</p> <p>4 <b>A. We wanted to protect the company and its 5 reputation from defamation through social media.</b></p> <p>6 Q. And defamation from -- I know you say 7 defamation through social media but from who?</p> <p>8 <b>A. Disgruntled drivers.</b></p> <p>9 Q. Other than that defamation clause, was there 10 anything else added to the agreement?</p> <p>11 <b>A. Not that I'm aware of.</b></p> <p>12 Q. Any other modifications or revisions?</p> <p>13 <b>A. No.</b></p> <p>14 Q. And who is the point of contact with 15 Openforce?</p> <p>16 <b>A. Are you asking at our company or at 17 Openforce?</b></p> <p>18 Q. At Openforce.</p> <p>19 <b>A. I don't know who our primary point of contact 20 would be. I think it varies by topic.</b></p> <p>21 Q. Okay. So regarding the additional social 22 media language that we were discussing, how was that 23 provided to Openforce?</p> <p>24 <b>A. We emailed it to them.</b></p> <p>25 Q. Openforce makes the requested addition,</p>
<p>1 revision?</p> <p>2 <b>A. They suggested I think it was just a change 3 in language, but for the most part it was they took it 4 and added it.</b></p> <p>5 Q. Have you had an issue with disgruntled 6 drivers?</p> <p>7 MR. DEAN: Objection, form.</p> <p>8 <b>THE WITNESS: No.</b></p> <p>9 BY MS. HERRMANN:</p> <p>10 Q. What prompted the social media language?</p> <p>11 <b>A. When I joined we didn't have social media 12 accounts or if we did, they weren't active; and there 13 was a concern that as we -- if we started using more 14 social media that it could be a risky avenue to open up 15 that ability to message.</b></p> <p>16 Q. Private message or comments on Facebook?</p> <p>17 <b>A. I think -- well, public is really the only 18 one that would be of any concern.</b></p> <p>19 Q. I say that because there's so many that we 20 have.</p> <p>21 <b>A. Right.</b></p> <p>22 Q. Messages inside internally, and those drivers 23 didn't have access to those internal private messages 24 that you have to log in, put credentials. We're talking 25 about comments that are public?</p>	<p>Page 28</p> <p>1 <b>A. Correct.</b></p> <p>2 Q. And I'm just trying to associate what that 3 clause was pertaining to?</p> <p>4 <b>A. Understood.</b></p> <p>5 Q. Making sure I keep that separately.</p> <p>6 What kind of comments would you consider 7 to be a violation of that additional language?</p> <p>8 <b>A. I would need to reread the exact language. I 9 don't know how to speculate on that answer.</b></p> <p>10 Q. Okay. The agreement on Openforce is 11 different -- is different or the same as the agreement 12 that was provided -- I know you said DocuSign with Gig 13 Wage earlier -- so provided during the time that Gig 14 Wage was being used?</p> <p>15 <b>A. I believe it is different from the previous 16 agreement.</b></p> <p>17 Q. Why did it change?</p> <p>18 <b>A. We had customers that required OCC ACC 19 insurance --</b></p> <p>20 (Reporter clarification.)</p> <p>21 <b>THE WITNESS: Occupational Accidental 22 Insurance, sorry, it's often abbreviated as OCC ACC or 23 O-C-C, A-C-C, and it also adds an arbitration clause to 24 the agreement. To my nonlegal mind, those are 25 substantial changes.</b></p>

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<p style="text-align: right;">Page 30</p> <p>1 BY MS. HERRMANN: 2 Q. And you said occupational health insurance? <b>3 A. Occupational accidental insurance.</b> 4 Q. Accidental. 5 And what is that for? <b>6 A. As I understand it, it is to protect a</b> <b>7 customer in case of a -- an accident that causes an</b> <b>8 injury at a customer's location.</b> 9 Q. Would it be fair to say that one of the 10 requirements for drivers would be to have that 11 insurance? <b>12 A. Yes.</b> 13 MR. DEAN: Objection, form. 14 BY MS. HERRMANN: 15 Q. You understand when I said "that insurance," 16 I mean the insurance we were just discussing, the 17 occupational accidental insurance? <b>18 A. Yes.</b> 19 MR. DEAN: Same objection. 20 BY MS. HERRMANN: 21 Q. Is that insurance different than the 22 liability vehicle insurance we were discussing 23 earlier? <b>24 A. I believe so.</b> 25 Q. What kind of business is Tiff's Treats?</p>	<p style="text-align: right;">Page 31</p> <p>1 <b>A. It's cookies delivered hot.</b> 2 Q. I'm curious, is this the business that has 3 the little milks? <b>4 A. I believe they do sell small milk and ice</b> <b>5 cream.</b> 6 Q. I've seen it and I thought it was -- <b>7 A. It's a competitor with Crumbl, if you're</b> <b>8 familiar with Crumbl.</b> 9 Q. I was just curious about that. 10 When was the Tiff's Treats -- I'm going 11 to say account -- retained or a customer? <b>12 A. Before my time. I don't know.</b> 13 Q. Who is responsible for obtaining new 14 customers? <b>15 A. I know Larry Jordan. I don't know if there</b> <b>16 are others that are operating in a sales capacity, I</b> <b>17 don't know.</b> 18 Q. Is there a sales department? <b>19 A. Not per se.</b> 20 Q. Percentagewise of the business, how much does 21 Tiff's Treats encompass of that? <b>22 A. I don't know off the top of my hand. Sorry.</b> <b>23 I'd have to do some research.</b> 24 Q. Okay. <b>25 A. And I think it varies.</b></p>
<p style="text-align: right;">Page 32</p> <p>1 Q. It varies on what? <b>2 A. From one week to the next, because their</b> <b>3 business is not steady, nor is our other customers.</b> <b>4 It's very much supply and demand.</b> 5 Q. It might sound the same but what I'm trying 6 to get at is, if Tiff's Treats were to be lost, 7 competitor comes in and says "I'll give you a better 8 rate to deliver your cookies," and they say, "See ya, 9 defendants, I don't want to work with you guys," how 10 significant would that loss be? 11 MR. DEAN: Object to the form of the 12 question. <b>13 THE WITNESS: You still want me to answer</b> <b>14 that?</b> 15 MR. DEAN: Yes, please. 16 BY MS. HERRMANN: 17 Q. You can still answer. <b>18 A. It would be, I would say, quite significant.</b> 19 Q. I know there is other customers. Are there 20 any other customers that would result in a significant 21 loss if they were to leave with a competitor? 22 MR. DEAN: Same objection. <b>23 THE WITNESS: I don't know of other</b> <b>24 customers that do the same level of volume.</b> 25 BY MS. HERRMANN:</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. So earlier we were talking about -- you 2 mentioned the arbitration agreement. We were kind of 3 talking about the enrollment and signatures. I'm not 4 asking you a question, I'm just telling you where I'm 5 going to go next. 6 MR. DEAN: If you're jumping to a new 7 area, can we take a break? 8 MS. HERRMANN: It's not a new area, but 9 I'll let you take a break. 10 MR. DEAN: Okay. I was very courteous to 11 Jerry yesterday when he asked to take a break, so okay. 12 Thank you. I didn't know I had to qualify my question. 13 MS. HERRMANN: No, I'm just giving you a 14 hard time. 15 MR. DEAN: I'm just being courteous. 16 MS. HERRMANN: No, you're fine. We'll go 17 off the record. 18 (Recess taken.) 19 BY MS. HERRMANN: 20 Q. I'm going to have to ask you, is it Knope? <b>21 A. It's Knope.</b> 22 Q. Mr. Knope, we're back from a short break. 23 You understand you're still under oath? <b>24 A. Yes.</b> 25 Q. Okay. We were talking about -- we talked</p>

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1 about Larry Jordan, is that Larry Jordan is the owner of 2 both Jummp and coach -- Couch? <b>3 A. I believe he's the president of both.</b> 4 Q. Who owns Jummp Logistics? <b>5 A. Sorry, I don't know.</b> 6 Q. And who owns Couch Goat? <b>7 A. I don't know that either.</b> 8 Q. We talked about Andrew Hawkins and you said 9 he was an attorney? <b>10 A. That's my understanding.</b> 11 Q. And who is he a registered agent for? <b>12 A. I don't know.</b> 13 Q. You mentioned John Centala, C-e-n-t-a-l-a? <b>14 A. Yes.</b> 15 Q. And can you tell me one more time what his 16 job title was? <b>17 A. He's the president of Jummp and Couch Goat.</b> 18 Q. Does Mr. Centala have the same authority as 19 Mr. Jordan? <b>20 A. I don't believe so.</b> 21 Q. Does he have more or less authority? <b>22 A. Less.</b> 23 Q. Can you give me an example of what 24 Mr. Centala cannot do? <b>25 A. I don't know what authority he has been</b>	1 <b>given.</b> 2 Q. Who gives him authority? <b>3 A. Larry Jordan.</b> 4 Q. So Larry Jordan is above Mr. Centala? <b>5 A. Yes.</b> 6 Q. I should start with that. <b>7 A. That's okay.</b> 8 Q. Is there a difference between administrator 9 and president, between the job titles? <b>10 A. I'm sorry, I don't know who's the</b> <b>11 administrator.</b> 12 Q. So that's just a term that was in the 13 defendants' Rule 26 initial disclosures. <b>14 A. I don't know. I'm not sure. I don't know of</b> <b>15 anyone that is assigned that title.</b> 16 Q. Okay. And then William Pat -- I'm going to 17 spell his last name -- D-e-r-d-e-n? <b>18 A. Pat Derden.</b> 19 Q. What is his role? <b>20 A. I believe he is or was a dispatcher.</b> 21 Q. Where you said is or was? <b>22 A. I just don't know what his current -- I don't</b> <b>23 know what he currently does.</b> 24 Q. Is he still with the company? <b>25 A. I believe so.</b>
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1 Q. Where is he located? <b>2 A. I don't know.</b> 3 Q. Is he located in Dallas? <b>4 A. Sorry, I still don't know.</b> 5 Q. So I'm just going to ask, Texas? <b>6 A. I really have no idea where he lives.</b> 7 Q. Not lives but where he works or performs his 8 work? <b>9 A. Yeah, I don't know. I've never spoken with</b> <b>10 him -- well, I might have spoken with him once, but I</b> <b>11 don't know where he lives, what he does, or where he's</b> <b>12 working.</b> 13 Q. Robbie Saunders? <b>14 A. I'm not familiar with that name.</b> 15 Q. That's okay. Christopher George, Chris 16 George, same person? <b>17 A. Mm-hmm, yes.</b> 18 Q. I usually like to go through the list that 19 way when we get through the questions. 20 Nicolette Manson, M-a-n-s-o-n. <b>21 A. I don't know Nicolette.</b> 22 Q. I'm going to break this up with dispatchers. 23 So dispatchers, are they all located -- I'm going to 24 back up. Do they work remotely or do they work at a 25 physical location or combination?	1 <b>A. I was going to say yes.</b> 2 Q. These days, makes it difficult to ask and 3 answer. <b>4 A. I think the best answer to that is it varies.</b> 5 Q. Okay. Regardless of remote or in person, 6 building, your traditional sense of workplace, they all 7 use the same CXT software? <b>8 A. To my knowledge, yes.</b> 9 Q. Regarding the recruitment of drivers, where 10 is -- is that directed to solely one location or 11 different locations? <b>12 A. Can you be more specific with your question?</b> 13 Q. Yes. So you're part of recruitment; right? <b>14 A. I help with recruiting.</b> 15 Q. Okay. So when you post on Indeed, is it 16 Indeed only in Texas or Indeed at other locations 17 outside of Texas? <b>18 A. For Jummp and Couch Goat is only in Texas.</b> 19 Q. And you said only for Jummp and Couch Goat? <b>20 A. Correct.</b> 21 Q. So I'm going -- "only" meaning who do you 22 direct that to outside of Texas? <b>23 A. Subsidiaries.</b> 24 Q. And who are those subsidiaries? <b>25 A. In Texas or out of Texas?</b>

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<p>1 Q. Out of Texas.</p> <p>2 A. I'm vaguely familiar with some of these. I</p> <p>3 don't have a great grasp of the entire structure,</p> <p>4 Oaxacan, O-a-x-a-c-a-n, and Peachtree.</p> <p>5 Q. And who are they subsidiaries of?</p> <p>6 A. I'm not entirely sure, I believe they are</p> <p>7 subsidiaries of Jummp.</p> <p>8 Q. And who's the -- well, Mr. Jordan is the</p> <p>9 president of Jummp. Is he also the president of the</p> <p>10 subsidiaries?</p> <p>11 A. I don't know.</p> <p>12 Q. And that was outside of Texas. So in</p> <p>13 Texas?</p> <p>14 A. In Texas, it's Couch Goat, Hot Flash, and Las</p> <p>15 Perlas.</p> <p>16 Q. Is that?</p> <p>17 A. L-a-s, P-e-r-l-a-s.</p> <p>18 Q. Is it "pearls" in Spanish?</p> <p>19 A. I'm not sure.</p> <p>20 Q. Okay. Who do you report to?</p> <p>21 A. Larry Jordan.</p> <p>22 Q. And who reports to you?</p> <p>23 A. Nobody.</p> <p>24 Q. Who do dispatchers report to?</p> <p>25 A. Dispatchers within one market may report to a</p>	<p>Page 38</p> <p>1 team lead like Chris George.</p> <p>2 Q. So what market is Chris George the team lead</p> <p>3 in?</p> <p>4 A. DFW.</p> <p>5 Q. So dispatchers in DFW report to Chris</p> <p>6 George?</p> <p>7 A. Correct.</p> <p>8 Q. Team lead reports to who?</p> <p>9 A. Larry Jordan.</p> <p>10 Q. And I'm assuming it stops at Larry Jordan?</p> <p>11 A. Yes.</p> <p>12 Q. Where does Mr. Centala fit between Larry</p> <p>13 Jordan and the team lead?</p> <p>14 A. I think he works closely with both, but I</p> <p>15 don't know that there's -- I don't know how else to</p> <p>16 describe that.</p> <p>17 Q. Would a team lead report to Mr. Centala?</p> <p>18 A. I don't believe so.</p> <p>19 Q. Okay. I'm having trouble understanding</p> <p>20 Mr. Centala's role. Is he informed information? Does</p> <p>21 he implement the decisions made by Mr. Jordan?</p> <p>22 A. I think he helps implement decisions made by</p> <p>23 Larry Jordan.</p> <p>24 Q. Okay. Dispatcher to team lead, team lead to</p> <p>25 Mr. Jordan. Mr. Centala will help effectuate whatever</p>
<p>1 Mr. Jordan thinks is best?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. And who reports to dispatchers?</p> <p>4 A. Nobody really reports to a dispatcher.</p> <p>5 Q. So and when I say "report" -- okay. Well,</p> <p>6 let me ask it this way. Who communicates with</p> <p>7 dispatchers?</p> <p>8 MR. DEAN: Objection, form.</p> <p>9 THE WITNESS: Drivers communicate with</p> <p>10 dispatchers.</p> <p>11 BY MS. HERRMANN:</p> <p>12 Q. Regarding the team lead, team lead over</p> <p>13 dispatchers in a market and then I guess let me ask -- I</p> <p>14 might have already asked this. How many team leads are</p> <p>15 there in DFW?</p> <p>16 A. One.</p> <p>17 Q. What are the responsibilities of a team -- is</p> <p>18 it team lead or it team leader, either one?</p> <p>19 A. I think it's synonymous.</p> <p>20 Q. Okay. What are their responsibilities?</p> <p>21 A. To make sure that our customers' deliveries</p> <p>22 are performed.</p> <p>23 Q. And how do they do that?</p> <p>24 A. They work with their drivers to find</p> <p>25 contractors that are interested in making those</p>	<p>Page 40</p> <p>1 deliveries.</p> <p>2 Q. So other than finding these drivers, how else</p> <p>3 do they ensure?</p> <p>4 A. How else do they ensure?</p> <p>5 Q. That -- the customers' deliveries.</p> <p>6 A. They monitor the orders.</p> <p>7 Q. What else?</p> <p>8 A. They would communicate with drivers if an</p> <p>9 order is not delivered.</p> <p>10 Q. Anything else?</p> <p>11 A. That's all I know.</p> <p>12 Q. And they monitor these orders using CXT</p> <p>13 software?</p> <p>14 A. Yes.</p> <p>15 Q. What are team leads' responsibilities</p> <p>16 regarding dispatchers?</p> <p>17 A. They will monitor orders underneath each of</p> <p>18 their dispatchers beneath them.</p> <p>19 Q. How many dispatchers under a team lead?</p> <p>20 A. It varies greatly.</p> <p>21 Q. More than one?</p> <p>22 A. Typically. It depends.</p> <p>23 Q. Would you say on the market?</p> <p>24 A. Mm-hmm.</p> <p>25 Q. In the DFW market, how many dispatchers under</p>

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<p style="text-align: right;">Page 42</p> <p>1 Mr. George?</p> <p>2 A. I believe there are -- well, active on any</p> <p>3 given day is also very different, somewhere in the</p> <p>4 neighborhood of six to eight.</p> <p>5 Q. And each dispatcher there's a range, it's</p> <p>6 going to fluctuate; under each dispatcher, then the</p> <p>7 drivers. So they're grouped?</p> <p>8 A. Somewhat.</p> <p>9 Q. I guess when you said "somewhat," they're not</p> <p>10 assigned a driver, they are all working in the DFW</p> <p>11 market with the dispatchers?</p> <p>12 A. Yes.</p> <p>13 Q. It's just the dispatchers report to</p> <p>14 Mr. George?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And what are the responsibilities for</p> <p>17 the dispatchers regarding the drivers?</p> <p>18 A. I don't know of any responsibilities</p> <p>19 pertaining to the driver themselves. The dispatcher's</p> <p>20 responsibility is to dispatch the orders.</p> <p>21 Q. And they're dispatching the order to who?</p> <p>22 A. A driver that agrees to take that order.</p> <p>23 Q. Other than dispatching the order, what else</p> <p>24 do they do?</p> <p>25 A. They assist in recruiting.</p>	<p style="text-align: right;">Page 43</p> <p>1 Q. This includes the onboarding process?</p> <p>2 A. Yes.</p> <p>3 Q. What else do they do?</p> <p>4 A. That's all I know.</p> <p>5 Q. When a customer has specific requirements, I</p> <p>6 know we were talking about that earlier depending on</p> <p>7 what they need, if they need a picture, they want a</p> <p>8 picture to be taken upon delivery, how are those</p> <p>9 instructions provided to the driver?</p> <p>10 A. The dispatcher will inform the driver of any</p> <p>11 specific requirements.</p> <p>12 Q. When customers update their requirements --</p> <p>13 let's say on Monday they want pictures but they change</p> <p>14 their mind on Tuesday -- how do they implement or how do</p> <p>15 dispatchers then implement that change?</p> <p>16 A. The means that they use to communicate may</p> <p>17 vary by dispatcher. I would guess it would either be a</p> <p>18 phone call or a text message.</p> <p>19 Q. Regardless of the method of communicating</p> <p>20 that, the dispatcher would be the person to inform them</p> <p>21 of that change?</p> <p>22 A. To my knowledge, yes.</p> <p>23 Q. Does Tiff's Treats provide a -- and I'm just</p> <p>24 going to say rate sheet as general for a breakdown on</p> <p>25 pricing to either defendant?</p>
<p style="text-align: right;">Page 44</p> <p>1 A. I don't believe so.</p> <p>2 Q. How does Tiff's Treats set the rate that</p> <p>3 they're going to pay -- I'm going to say defendants so</p> <p>4 you understand, or do you understand? Same? Both?</p> <p>5 A. Mm-hmm.</p> <p>6 Q. How do they identify the rate that they're</p> <p>7 going to pay the defendants?</p> <p>8 A. My understanding is that that is an agreement</p> <p>9 based on distance from the store where the order is</p> <p>10 picked up.</p> <p>11 Q. So there's a rate -- and there's going to be</p> <p>12 several layers here, so bear with me -- a rate that</p> <p>13 Tiff's Treats tells defendants that they're going to pay</p> <p>14 for a location pick up. So let's take Fort Worth, for</p> <p>15 example, Tiff's Treats in Fort Worth. Tiff's Treats</p> <p>16 tells the defendants the rate that they're going to pay</p> <p>17 for pickups at that location?</p> <p>18 A. I think it's more likely that it's a rate</p> <p>19 that has been negotiated between the two parties.</p> <p>20 Q. Tiff's Treats and the defendants?</p> <p>21 A. Correct.</p> <p>22 Q. Okay. And how was it negotiated?</p> <p>23 A. I have no idea.</p> <p>24 Q. That's fair. So then the negotiated rate</p> <p>25 between Tiff's Treats and defendants, that rate, what is</p>	<p style="text-align: right;">Page 45</p> <p>1 it called or what does the defendants call that rate?</p> <p>2 A. I'm not sure I've heard it referred to as</p> <p>3 anything. I really don't know. I would assume it's</p> <p>4 just called the -- I don't know what that term would be.</p> <p>5 Q. Okay. The base amount comes from that rate</p> <p>6 that was negotiated?</p> <p>7 A. Yes.</p> <p>8 Q. So Tiff's Treats, defendants negotiate a rate</p> <p>9 and then defendant calculates a base rate -- base</p> <p>10 amount. Am I correct?</p> <p>11 A. What base amount?</p> <p>12 Q. So I'm just saying I'm going through the, I</p> <p>13 guess, parties here. Tiff's Treats, defendants</p> <p>14 negotiate, Fort Worth or distance, here it is, defendant</p> <p>15 now knows this is how much Tiff's Treats is going to pay</p> <p>16 us for this delivery. Then the next rate -- and I know</p> <p>17 I'm saying "next rate," but I'm saying the rate, the</p> <p>18 base amount, where does that amount come from?</p> <p>19 MR. DEAN: Object to the form.</p> <p>20 THE WITNESS: I'm confused how this is</p> <p>21 different than the rate that was negotiated.</p> <p>22 BY MS. HERRMANN:</p> <p>23 Q. So defendants, do they make a profit?</p> <p>24 A. I hope so.</p> <p>25 Q. Well, that's very true. Do they make a</p>

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<p style="text-align: right;">Page 46</p> <p>1 profit between the rate that they've negotiated with 2 Tiff's Treats and the base amount that they represent to 3 the drivers?</p> <p><b>4 A. Oh, I'm sorry, now I think I know where 5 you're going.</b></p> <p>6 MR. DEAN: Objection, form.</p> <p><b>7 THE WITNESS: I don't know of any change 8 or difference between the rate that we are paid versus 9 the rate that we use to calculate settlement.</b></p> <p>10 BY MS. HERRMANN:</p> <p>11 Q. So I'm going to reference rate pay by 12 customers as the rate between Tiff's Treats and 13 defendants.</p> <p><b>14 A. Okay.</b></p> <p>15 Q. And then the base amount rate that you 16 identified used for settlements?</p> <p><b>17 A. Okay.</b></p> <p>18 MR. DEAN: Objection, form.</p> <p>19 BY MS. HERRMANN:</p> <p>20 Q. And then you stated that you're not sure if 21 there's a difference?</p> <p>22 MR. DEAN: Same objection.</p> <p>23 BY MS. HERRMANN:</p> <p>24 Q. What about if I ask you this? How -- where 25 do defendants' profits come from?</p>	<p style="text-align: right;">Page 47</p> <p>1 MR. DEAN: Objection, form.</p> <p><b>2 THE WITNESS: We are paid a rate for that 3 delivery and we pay each driver a percentage of that 4 rate.</b></p> <p>5 BY MS. HERRMANN:</p> <p>6 Q. So the profit, defendants' profit is 7 between -- correct me if I'm wrong -- you're paid a rate 8 for each delivery. Tiff's Treats pays you a rate for 9 each delivery and then defendant makes a profit between 10 the rate, the percentage?</p> <p><b>11 A. Yes.</b></p> <p>12 Q. So it's different?</p> <p><b>13 A. Yes.</b></p> <p>14 MR. DEAN: Objection, form.</p> <p>15 BY MS. HERRMANN:</p> <p>16 Q. Tiff's Treats is not offering the defendant 17 \$13 and the defendant is not asking -- offering the 18 exact same \$13 because then there's no profit?</p> <p>19 MR. DEAN: Same objection.</p> <p>20 BY MS. HERRMANN:</p> <p>21 Q. That's where I'm getting at?</p> <p><b>22 A. That is correct.</b></p> <p>23 Q. I'm plugging in a number because it's easy 24 to...</p> <p>25 Do you know what the percentage is or</p>
<p style="text-align: right;">Page 48</p> <p>1 what is the percentage that is paid to the drivers?</p> <p><b>2 A. That varies by driver.</b></p> <p>3 Q. What about for Tiff's Treats?</p> <p><b>4 A. That also varies by driver.</b></p> <p>5 Q. And when you say "varies," what do you mean 6 by it "varies"?</p> <p><b>7 A. The independent contractor has the ability to 8 negotiate for what they feel they need to make that 9 delivery.</b></p> <p>10 Q. Do drivers frequently negotiate the rate?</p> <p><b>11 A. I don't know how common that is.</b></p> <p>12 Q. How many drivers do you believe negotiate the 13 rates?</p> <p>14 MR. DEAN: Objection, form.</p> <p><b>15 THE WITNESS: I would be completely 16 guessing.</b></p> <p>17 BY MS. HERRMANN:</p> <p>18 Q. So how do you know that drivers negotiate the 19 rates?</p> <p><b>20 A. Some drivers that have been contracted 21 earlier agreed to a rate in the past, that has since 22 changed.</b></p> <p>23 Q. So is the rate based on seniority?</p> <p><b>24 A. No.</b></p> <p>25 Q. So contracted earlier, not willing -- so help</p>	<p style="text-align: right;">Page 49</p> <p>1 me understand that?</p> <p>2 MR. DEAN: Objection, form.</p> <p><b>3 THE WITNESS: Can you ask that again?</b></p> <p>4 BY MS. HERRMANN:</p> <p>5 Q. So we were talking about and I can have the 6 court reporter or I can ask the question as close as I 7 can to what I just did, is you mentioned contracted 8 earlier there's some individuals, some drivers that are 9 contracted earlier and that has since changed. And then 10 I asked is that based on seniority. You said no.</p> <p><b>11 A. Right.</b></p> <p>12 Q. And I said, well, help me understand that.</p> <p>13 MR. DEAN: Objection, form.</p> <p><b>14 THE WITNESS: As volume changes, we may 15 change the rate to try to get more contractors to accept 16 orders, so it's based on supply and demand.</b></p> <p>17 BY MS. HERRMANN:</p> <p>18 Q. When a driver delivers to a wrong address, do 19 they still get paid?</p> <p><b>20 A. That's a good question, I don't know how that 21 works.</b></p> <p>22 Q. Can you tell me when or why a driver would 23 receive zero commission or zero pay for a delivery?</p> <p><b>24 A. I don't know of any example where they would 25 not be compensated.</b></p>

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<p>1 Q. So plaintiffs are going to introduce Exhibit 2 4. 3 (Exhibit 4 marked.) 4 BY MS. HERRMANN: 5 Q. And I'll represent this is a partial sort -- 6 I know it's -- I tried my best to get it as visible as I 7 could. It's sorted and comes from Jumpp 0011284 that 8 was produced by defendants, just so you know. And -- 9 MR. DEAN: I'm sorry, the Bates number? 10 MS. HERRMANN: Bates number is Jumpp 11 0011284. It's not stamped since it's been sorted. 12 MR. DEAN: Thank you. 13 BY MS. HERRMANN: 14 Q. I know it's very small, but if you look at 15 the -- I guess your right-hand side -- column Z, and it 16 identifies driver commission, zero. And if you look at 17 column AA -- it's identified as base amount -- it 18 identifies a base amount of 10. So I guess let me also 19 draw your attention to column K, description, wrong 20 address.</p> <p><b>21 A. Okay.</b></p> <p>22 Q. And just to be clear, is that there is one 23 row -- it's going to be difficult because it's tiny -- 24 there's one row -- and I'll identify that it is row 25 864 -- that is different and says "pieces," just so that</p>	<p>Page 50</p> <p>1 you're aware that there's one in there that's different. 2 So wrong address is identified other than that one 3 "pieces." So my question is, where does this -- I want 4 to know, how do you determine that the driver's 5 commission was going to be zero based on the wrong 6 address?</p> <p><b>7 A. I would have to research these. I have no idea.</b></p> <p>9 Q. So I guess the rate of pay, the base 10 commission, zero, it does occur?</p> <p><b>11 A. I don't know if these -- I don't know what the details of these are. I would have to go look at them. I'd have to research these with others.</b></p> <p>14 Q. And what do you mean "with others"?</p> <p><b>15 A. I would have to visit with Whitney Jordan.</b></p> <p>16 Q. What instruction applies to wrong address, 17 zero driver commission?</p> <p><b>18 A. I don't know.</b></p> <p>19 Q. What did you do to prepare regarding policies 20 and procedures regarding rates of pay for drivers?</p> <p><b>21 A. We went through and gathered all materials to our best due diligence for all of the requests for production and discovery; and I apologize, I'm not familiar with these details.</b></p> <p>25 Q. Okay. Are you familiar with drivers' rates</p>
<p>1 of pay, policies concerning drivers' rates of pay? <b>2 A. Broadly, yes.</b> 3 Q. Okay. So if I were to ask you questions 4 regarding different rates of pay or the reasons for 5 those rates of pay, would you be able to answer them? 6 MR. DEAN: Objection, form. <b>7 THE WITNESS: Many of them, yes.</b> 8 BY MS. HERRMANN: 9 Q. Okay. So regarding this exhibit, Plaintiff's 10 Exhibit 4, regarding how driver's commission is zero, 11 determining that amount, do you know how that's 12 determined? <b>13 A. No.</b> 14 Q. Who would know? <b>15 A. Whitney Jordan.</b> 16 Q. Other than an individual, are there any 17 documents that you would look at to determine why the 18 driver commission is zero? <b>19 A. Not that I'm aware of.</b> 20 Q. What are drivers told when they receive zero 21 commission for a delivery? <b>22 A. I don't know.</b> 23 Q. And who would know what drivers are told when 24 they receive zero commission? <b>25 A. Either Whitney Jordan or their dispatcher.</b></p>	<p>Page 52</p> <p>1 Q. How do dispatchers know what to tell 2 drivers?</p> <p><b>3 A. I don't know how dispatchers are trained.</b></p> <p>4 Q. And earlier you testified that the amount 5 paid is based on distance or it varies?</p> <p><b>6 A. Yes.</b></p> <p>7 Q. Are there any instances where drivers receive 8 the same -- let's say the base amount is \$13, the 9 commission, driver pay, driver commission is the same 10 regardless of location?</p> <p><b>11 A. Not that I'm aware of.</b></p> <p>12 (Exhibit 5 marked.)</p> <p>13 BY MS. HERRMANN:</p> <p>14 Q. I'm going to introduce Plaintiff's Exhibit 5. 15 And I'll represent that this comes from Jumpp 0011284; 16 it's a partial and it has been sorted.</p> <p>17 So on this sheet I want to call your 18 attention to column Z, which is the driver commission 19 column, and then column AA, which is the base amount. 20 The base amount is 17.5; correct?</p> <p><b>21 A. Yes.</b></p> <p>22 Q. And that's the only base amount that's 23 identified on this? Within that column?</p> <p><b>24 A. Right, without any heading on the form.</b></p> <p>25 MR. DEAN: Objection to form.</p>

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<p>1 BY MS. HERRMANN:</p> <p>2 Q. Well, yes, and I can -- you can compare</p> <p>3 actually 4 is the headings for 5?</p> <p><b>4 A. Okay.</b></p> <p>5 Q. So AA identifies 17.5 as the base amount?</p> <p><b>6 A. Okay.</b></p> <p>7 Q. I'm asking you?</p> <p>8 MR. DEAN: Objection, form.</p> <p>9 BY MS. HERRMANN:</p> <p>10 Q. Is that correct?</p> <p><b>11 A. That would be my assumption based on the</b></p> <p><b>12 headings from Exhibit 4.</b></p> <p>13 Q. Okay. Column Z, the driver commission is</p> <p>14 9.7125?</p> <p><b>15 A. Yes.</b></p> <p>16 Q. That's the only amount identified in that</p> <p>17 column; correct?</p> <p><b>18 A. Yes.</b></p> <p>19 Q. Okay. Now, if you look at column N, O, P,</p> <p>20 and Q, they all identify origin of locations. There are</p> <p>21 four different locations being identified. I'll tell</p> <p>22 you which ones and you're more than welcome to take your</p> <p>23 time to confirm what I just stated. Tiff's Treats,</p> <p>24 Dallas Firewheel, Garland; Tiff's Treats, Dallas</p> <p>25 Hillcrest; Tiff's Treats, Highland Village; Tiff's</p>	<p>Page 54</p> <p>1 Treats Downtown Dallas?</p> <p><b>2 A. Okay.</b></p> <p>3 Q. Regardless of the location, the driver</p> <p>4 commission is the same; correct?</p> <p><b>5 A. It appears to be.</b></p> <p>6 Q. What do you mean "it appears"?</p> <p><b>7 A. According to this spreadsheet, yes.</b></p> <p>8 Q. Okay. And this is defendants' spreadsheet?</p> <p><b>9 A. Okay.</b></p> <p>10 Q. I'm asking you.</p> <p><b>11 A. I believe that is correct.</b></p> <p>12 Q. Is there any reason to believe that this is</p> <p>13 an incorrect document?</p> <p><b>14 A. No.</b></p> <p>15 Q. So regardless of the location and distance,</p> <p>16 the driver commission is the same?</p> <p>17 MR. DEAN: Objection, form.</p> <p>18 BY MS. HERRMANN:</p> <p>19 Q. And you can answer the question.</p> <p><b>20 A. The calculated amount shown appears to be the</b></p> <p><b>21 same, but what this does not tell me is what they've</b></p> <p><b>22 negotiated.</b></p> <p>23 Q. So there's another document that shows</p> <p>24 something that's been negotiated?</p> <p><b>25 A. I'm not saying that. What I don't see is the</b></p>
<p><b>1 distance.</b></p> <p>2 Q. Well, there's four different locations and</p> <p>3 they're going to different locations, so the distance</p> <p>4 isn't determining the commission?</p> <p>5 MR. DEAN: Objection, form.</p> <p><b>6 THE WITNESS: So to my understanding</b></p> <p><b>7 there are rings of distance where X number of miles from</b></p> <p><b>8 the store has a specific rate, so without knowing what</b></p> <p><b>9 exact definitions of those rings are, and how many miles</b></p> <p><b>10 each of these are, it appears that they're all paid the</b></p> <p><b>11 same; but I'm not seeing that there's an error in that.</b></p> <p>12 BY MS. HERRMANN:</p> <p>13 Q. And for clarification, rings of distance? In</p> <p>14 my head I'm picturing like a bullseye where you have 5</p> <p>15 miles, 100 miles, 200 miles; is that --</p> <p><b>16 A. In concept, that's exactly right.</b></p> <p>17 Q. Okay. And these rings of distance, who</p> <p>18 determines these rings of distance?</p> <p><b>19 A. I don't know.</b></p> <p>20 Q. So how do you know about these rings of</p> <p>21 distance?</p> <p><b>22 A. I know the pay is based on distance from the</b></p> <p><b>23 store.</b></p> <p>24 Q. They're based on the rings of distance?</p> <p><b>25 A. Yes.</b></p>	<p>Page 56</p> <p>1 Q. How do you know that?</p> <p><b>2 A. That's what I've been told.</b></p> <p>3 Q. Who told you that?</p> <p><b>4 A. Larry Jordan.</b></p> <p>5 Q. So Exhibit 5, if you're looking at Exhibit 5,</p> <p>6 these are all within the same ring?</p> <p><b>7 A. It would appear that way, yes.</b></p> <p>8 Q. And the ring of distance that Larry Jordan</p> <p>9 determined; correct?</p> <p><b>10 A. That is my understanding.</b></p> <p>11 Q. Are dispatchers aware of this ring of</p> <p>12 distance?</p> <p><b>13 A. I don't know. I would assume yes, but I</b></p> <p><b>14 don't know for certain.</b></p> <p>15 Q. Okay. Are there any documents reflecting</p> <p>16 this ring of distance?</p> <p><b>17 A. Not that I've seen.</b></p> <p>18 Q. Can you tell me each ring that's in the ring</p> <p>19 of distance -- I'm going to refer to it as the ring of</p> <p>20 distance. So can you tell me the first, let's start</p> <p>21 small?</p> <p><b>22 A. I don't know the details.</b></p> <p>23 Q. Tell me what you know about it.</p> <p><b>24 A. All I know is the concept as I've described</b></p> <p><b>25 it to you, where a driver's commission is based on the</b></p>

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<p style="text-align: right;">Page 58</p> <p><b>1 distance from the store where they pick up the order to 2 where it's delivered.</b></p> <p>3 Q. So the driver commission is based on the base 4 amount for that distance?</p> <p>5 MR. DEAN: Objection, form.</p> <p><b>6 THE WITNESS: Repeat the question, 7 please.</b></p> <p>8 BY MS. HERRMANN:</p> <p>9 Q. I'll phrase it this way. There are four 10 locations identified in Exhibit 5 with different 11 distances; correct?</p> <p><b>12 A. I don't know how to tell that they are 13 different distances.</b></p> <p>14 Q. So if you look at column N in conjunction, so 15 N, O, P, Q, R will tell you where it's coming from, so 16 order name, the address, the city, the state, the ZIP 17 code, and then if you compare that with column S, T, U, 18 V, W, it identifies the location that it's going to be 19 delivered to. The locations all vary. So not asking 20 for the distance between, I'm just asking you, there are 21 four different locations with different distances; 22 correct?</p> <p><b>23 A. I think without mapping things it would be 24 impossible for me to know how many miles between where 25 it was picked up and where it was delivered.</b></p>	<p style="text-align: right;">Page 59</p> <p>1 Q. I'm not asking the number of miles. I'll ask 2 it this way. Dallas to Mesquite, Texas, is different 3 than Garland to Rockwall, Texas; correct?</p> <p><b>4 A. I would assume yes, but I don't know.</b></p> <p>5 Q. Okay. We know that there's an address, a 6 building, because it was one address; correct?</p> <p><b>7 A. Mm-hmm.</b></p> <p>8 Q. So if you look at the first row, it says 9 Tiff's Treats Dallas Firewall [sic] 4280. You see 10 that?</p> <p><b>11 A. Yes.</b></p> <p>12 Q. It's going to Patricia Davis, 408 East 13 it's -- and it's a little bit cut off -- Rockwall, 14 Texas?</p> <p><b>15 A. Okay.</b></p> <p>16 Q. That's one location -- that's one location, 17 going Garland to Rockwall?</p> <p><b>18 A. Yes.</b></p> <p>19 Q. Okay. And if you go down, it's going to be a 20 little difficult but I'll just point you to the first 21 row that identifies a different location, Tiff's Treats, 22 Dallas Hillcrest. Do you see that?</p> <p><b>23 A. Yes.</b></p> <p>24 Q. That is 8611 Hillcrest Road, Dallas, and it's 25 going to Maria Castillo, 1228 Foxboro, Mesquite, Texas.</p>
<p style="text-align: right;">Page 60</p> <p>1 The second of the second row I just read you, that 2 delivery is different than the first delivery that I 3 just identified; correct?</p> <p><b>4 A. Yes.</b></p> <p>5 Q. Different locations; correct?</p> <p><b>6 A. Yes.</b></p> <p>7 Q. Different distances; correct?</p> <p><b>8 A. Again, without mapping them, I don't know how 9 to tell that they are different distances.</b></p> <p>10 Q. So I'm going to object, nonresponsive. 11 Between the two addresses, two 12 deliveries, those are different distances, not the 13 number of miles, I'm not asking the number of miles. 14 What I just read, they're both going to different 15 locations?</p> <p><b>16 A. Yes.</b></p> <p>17 Q. Okay. And regardless of the location of the 18 pickup, and regardless of whether it's Rockwall, 19 Mesquite, Argyle, DeSoto, Dallas, Duncanville, the 20 driver commission is all the same, 9.7125; correct?</p> <p><b>21 A. Yes.</b></p> <p>22 Q. And the base amount 17.5 is all the same; 23 correct?</p> <p>24 MR. DEAN: Objection, form.</p> <p><b>25 THE WITNESS: Yes.</b></p>	<p style="text-align: right;">Page 61</p> <p>1 BY MS. HERRMANN:</p> <p>2 Q. Thank you.</p> <p>3 (Exhibit 6 marked.)</p> <p>4 BY MS. HERRMANN:</p> <p>5 Q. So I'm going to introduce Plaintiff's Exhibit 6 6, and I will represent that this is coming from Jumpp 7 0011285, and the description defendant provided, I'll 8 provide it to you as well, is RFP2 enrollment elections, 9 Goat. It has been sorted. It is a partial from that 10 spreadsheet.</p> <p>11 Earlier we were talking about the 12 onboarding and Openforce and completion of agreements, 13 and I just wanted to ask, is this list that identifies 14 the individuals who signed the agreement on Openforce?</p> <p><b>15 A. Yes.</b></p> <p>16 Q. So based on this list, these are all the 17 individuals? There isn't other individuals that have 18 signed the Openforce agreement?</p> <p><b>19 A. This appears to be all of those that have 20 signed within the Couch Goat or in the DFW market.</b></p> <p>21 Q. The new agreement or the most recent 22 Openforce agreement with the arbitration clause?</p> <p><b>23 A. Correct.</b></p> <p>24 Q. Okay. And when I say "sorted," I mean I 25 didn't put the other columns so I didn't sort it any</p>

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<p>1 other way.</p> <p><b>2 A. Okay.</b></p> <p>3 Q. So I can -- if I want to exclude these</p> <p>4 individuals from the definition, I could then exclude</p> <p>5 them and say "all individuals that have signed this</p> <p>6 Openforce"?</p> <p>7 MR. DEAN: Objection, form.</p> <p>8 BY MS. HERRMANN:</p> <p>9 Q. Let me actually ask it differently. You just</p> <p>10 confirmed these are all the individuals that signed the</p> <p>11 Openforce agreement; correct?</p> <p><b>12 A. In the Dallas/Fort Worth area, yes.</b></p> <p>13 Q. Okay. And what -- okay. So in the</p> <p>14 Dallas/Fort Worth area. Are there any other markets in</p> <p>15 Texas?</p> <p><b>16 A. Yes.</b></p> <p>17 Q. What other markets?</p> <p><b>18 A. Specific to Tiff's?</b></p> <p>19 Q. Let's start with that, yes.</p> <p><b>20 A. Houston, San Antonio, Austin, Lubbock, Waco.</b></p> <p><b>21 Each of those came along at different times, so it's</b></p> <p><b>22 difficult for me to know which are during the three-year</b></p> <p><b>23 period.</b></p> <p>24 Q. So the Openforce agreement was, you mentioned</p> <p>25 earlier, sometime in the summer from what I've seen in</p>	<p>Page 62</p> <p>1 the production. It appears that's about right,</p> <p>2 mid-summer, late summer 2021?</p> <p><b>3 A. Right.</b></p> <p>4 Q. It's the new agreement? There's been</p> <p>5 different other versions, but I'm talking about the one</p> <p>6 Openforce, let's say late summer, that way we can just</p> <p>7 identify late summer 2021 regarding that agreement.</p> <p><b>8 A. Okay.</b></p> <p>9 Q. So these individuals on this list are</p> <p>10 representative of the DFW market?</p> <p><b>11 A. Yes.</b></p> <p>12 Q. Okay. Now, it's going to be a little odd</p> <p>13 because if you look at the addresses of the cities here,</p> <p>14 there are different cities. Is there a list for the</p> <p>15 other markets?</p> <p><b>16 A. Not that we have produced at this time.</b></p> <p>17 Q. Can you produce a list regarding --</p> <p><b>18 A. Yes.</b></p> <p>19 Q. Okay. And earlier you said "market"</p> <p>20 regarding or concerning Tiff's Treats?</p> <p><b>21 A. Mm-hmm.</b></p> <p>22 Q. Are there -- so I'll ask you, the -- it was</p> <p>23 qualified with Tiff's Treats. Are there more?</p> <p><b>24 A. Not to my knowledge outside of -- I'm sorry,</b></p> <p><b>25 are we staying in the state of Texas?</b></p>
<p>1 Q. Yeah, let's focus on Texas first. So we did</p> <p>2 Tiff's Treats. We identified these other markets</p> <p>3 outside of DFW. We identified the list regarding or</p> <p>4 identified individuals who signed that agreement in the</p> <p>5 other markets -- Houston, San Antonio, Austin, Lubbock</p> <p>6 and Waco -- can be produced?</p> <p><b>7 A. Mm-hmm.</b></p> <p>8 Q. Now I'm asking --</p> <p>9 MR. MURAD: I'm sorry, it's not on the</p> <p>10 record when you --</p> <p><b>11 THE WITNESS: Yes, sorry.</b></p> <p>12 MS. HERRMANN: Thank you. I appreciate</p> <p>13 that. We start talking and then --</p> <p>14 BY MS. HERRMANN:</p> <p>15 Q. So now I want to ask about other customers.</p> <p><b>16 A. I'm not aware of any other markets outside of</b></p> <p><b>17 those that I've provided you, no.</b></p> <p>18 Q. And when you say "concerning Tiff's Treats,"</p> <p>19 so these individuals signed this agreement pertaining</p> <p>20 only to Tiff's Treats?</p> <p><b>21 A. No.</b></p> <p>22 Q. So regardless of the customer, it's not going</p> <p>23 to change?</p> <p><b>24 A. That is correct.</b></p> <p>25 Q. Okay. So the customer, that's not</p>	<p>Page 64</p> <p>1 determinative of -- we're not going to have Tiff's</p> <p>2 Treats and another customer and then different markets?</p> <p>3 It's the same enrollment, same agreement, same Open</p> <p>4 software? Start with that.</p> <p><b>5 A. Yes, the process is the same.</b></p> <p>6 Q. Same agreement?</p> <p><b>7 A. Yes.</b></p> <p>8 Q. So this list, when it was, I guess, exported,</p> <p>9 was it sorted by DFW market?</p> <p><b>10 A. I believe -- I think it was produced based on</b></p> <p><b>11 the Couch Goat, LLC.</b></p> <p>12 Q. So this includes everyone in Texas?</p> <p><b>13 A. No. Couch Goat is primarily North Texas,</b></p> <p><b>14 it's just DFW.</b></p> <p>15 Q. Okay. North Texas, so DFW market, Couch.</p> <p>16 Then the other ones, who is the other?</p> <p><b>17 A. There are two other entities that we spoke</b></p> <p><b>18 about.</b></p> <p>19 Q. Oaxacan?</p> <p><b>20 A. Las Perlas and -- forgive me for a second</b></p> <p><b>21 while I think about it. What is it? Hot Flash.</b></p> <p>22 Q. Okay. And these are subsidiaries of coach --</p> <p>23 Couch?</p> <p><b>24 A. No, they are subsidiaries of Jummp.</b></p> <p>25 Q. It's probably going to get more complicated.</p>

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<p style="text-align: right;">Page 66</p> <p>1 Is Tiff's Treats the customer -- so Tiff's Treats is 2 between Couch Goat? We've identified a whole -- 3 another -- so Las Perlas and Hot Flash and Jummp 4 Logistics, I just want to make sure that we were talking 5 about Tiff's Treats and their locations. Is that all 6 just this -- does Tiff's Treats pertain to Couch Goat 7 for this agreement, because there's been a difference?</p> <p><b>8 A. The same --</b></p> <p>9 MR. DEAN: Objection, form.</p> <p>10 BY MS. HERRMANN:</p> <p>11 Q. Let me put it to you this way.</p> <p><b>12 A. Okay.</b></p> <p>13 Q. Are there other agreements for the other 14 subsidiaries?</p> <p>15 MR. DEAN: Objection, form.</p> <p><b>16 THE WITNESS: To my understanding, the 17 only difference is the name that would appear on the 18 agreement.</b></p> <p>19 BY MS. HERRMANN:</p> <p>20 Q. Okay. And this list was sorted based on the 21 name appearing on the agreement?</p> <p><b>22 A. Yes.</b></p> <p>23 Q. Okay.</p> <p>24 MS. HERRMANN: Let's go off the record.</p> <p>25 We're going to take a break.</p>	<p style="text-align: right;">Page 67</p> <p>1 (Recess taken.)</p> <p>2 BY MS. HERRMANN:</p> <p>3 Q. So, Mr. Knope -- did I say that right this 4 time?</p> <p><b>5 A. You did.</b></p> <p>6 Q. Perfect. We just took lunch. We're back.</p> <p>7 You understand you're still under oath?</p> <p><b>8 A. Yes.</b></p> <p>9 Q. So I want to ask you, before the break you 10 had identified some subsidiaries and I want to go 11 through each one that was previously identified.</p> <p><b>12 A. Okay.</b></p> <p>13 Q. If I miss one, let me know.</p> <p><b>14 A. Okay.</b></p> <p>15 Q. First one Oaxacan?</p> <p><b>16 A. Okay.</b></p> <p>17 Q. Is that correct?</p> <p><b>18 A. That is a subsidiary that's outside the state 19 of Texas.</b></p> <p>20 Q. Okay. And it's O-x --</p> <p><b>21 A. O-a-x-a-c-a-n.</b></p> <p>22 Q. Okay. And then Peachtree was also 23 identified?</p> <p><b>24 A. Yes.</b></p> <p>25 Q. Okay.</p>
<p style="text-align: right;">Page 68</p> <p><b>1 A. Outside the state of Texas as well.</b></p> <p>2 Q. Okay. Hot Flash?</p> <p><b>3 A. Yes.</b></p> <p>4 Q. And just for the record, was previously 5 identified; correct?</p> <p><b>6 A. Yes.</b></p> <p>7 Q. Is outside of Texas?</p> <p><b>8 A. That's Houston.</b></p> <p>9 Q. And then Las Perlas?</p> <p><b>10 A. Correct.</b></p> <p>11 Q. And that is outside or in?</p> <p><b>12 A. That's inside Texas, other cities besides 13 Houston and DFW.</b></p> <p>14 Q. What cities?</p> <p><b>15 A. The cities I mentioned previously, Houston --</b></p> <p><b>16 I'm sorry. Austin, San Antonio, Lubbock, Waco. I feel 17 like I might be forgetting one.</b></p> <p>18 Q. Austin, San Antonio, Lubbock, Waco?</p> <p><b>19 A. Austin, San Antonio, Lubbock, Waco, that's --</b></p> <p><b>20 off the top of my head, that's all can I come up with.</b></p> <p><b>21 If there's another city involved it's very 22 insignificant.</b></p> <p>23 Q. Okay. So are there any other subsidiaries in 24 Texas?</p> <p><b>25 A. No.</b></p>	<p style="text-align: right;">Page 69</p> <p>1 Q. So I know we just discussed previous ones, so 2 I want you to tell me what are all the subsidiaries in 3 Texas.</p> <p><b>4 A. Couch Goat, Hot Flash, Las Perlas.</b></p> <p>5 Q. And what are all the subsidiaries outside of 6 Texas?</p> <p><b>7 A. Oaxacan, Peachtree, and I'm trying to think 8 if I know of any others. I don't know of any others.</b></p> <p>9 Q. Are there any others that you just can't 10 identify the name of?</p> <p><b>11 A. Not that I can think of. Those are the 12 only -- those are the only other LLCs or -- I can't 13 think of the word. That's all I can think of.</b></p> <p>14 Q. Could there be more than these two?</p> <p><b>15 A. It's possible.</b></p> <p>16 Q. And you mentioned could be LLCs. Are they 17 LLCs are or they subsidiaries?</p> <p><b>18 A. I honestly don't know the difference.</b></p> <p>19 Q. And how do you know about -- I'm just going 20 to reference right now outside of Texas -- how do you 21 know about these two subsidiaries?</p> <p><b>22 A. When we -- when a new driver is enrolling in 23 Openforce, they enroll based on what entity they will be 24 driving for and paid by.</b></p> <p>25 Q. And who makes that determination?</p>

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<p style="text-align: right;">Page 70</p> <p>1     <b>A. I think Larry Jordan does.</b></p> <p>2     Q. And I'm going to take this in steps because I</p> <p>3 know we talked about Texas and outside, so right now I'm</p> <p>4 just going to focus on outside of Texas.</p> <p>5     <b>A. Okay.</b></p> <p>6     Q. So the two, let's start with Peachtree -- or</p> <p>7 let me go a little more broad. That way I can narrow in</p> <p>8 here. What markets are outside of Texas?</p> <p>9     <b>A. Today? In the three-year period? When are</b></p> <p>10 <b>we looking for that answer? Because it changes.</b></p> <p>11    Q. Okay. So changes, what do you mean by "it</p> <p>12 changes"?</p> <p>13    <b>A. We may open a new market and three months</b></p> <p>14 <b>later lose an account and not have drivers in that</b></p> <p>15 <b>market.</b></p> <p>16    Q. So let me focus on Texas then.</p> <p>17    <b>A. Okay.</b></p> <p>18    Q. Let's identify all the markets in Texas. We</p> <p>19 know DFW?</p> <p>20    <b>A. Mm-hmm, Houston.</b></p> <p>21    Q. And just for clarification, DFW market is</p> <p>22 Dallas and Fort Worth?</p> <p>23    <b>A. Yes. And like we saw in the exhibit,</b></p> <p>24 <b>surrounding cities in the metroplex.</b></p> <p>25    Q. Plano?</p>	<p style="text-align: right;">Page 71</p> <p>1     <b>A. Mm-hmm.</b></p> <p>2     Q. Denton?</p> <p>3     <b>A. Well, are we talking about where we make</b></p> <p>4 <b>deliveries?</b></p> <p>5     Q. Markets, based on the references with</p> <p>6 subsidiaries and markets.</p> <p>7     <b>A. We would make deliveries into Plano and</b></p> <p>8 <b>Denton.</b></p> <p>9     Q. Would Plano and Denton be encompassed within</p> <p>10 the DFW?</p> <p>11    <b>A. Yes.</b></p> <p>12    Q. Okay. And then outside of DFW, so what other</p> <p>13 markets?</p> <p>14    <b>A. Houston, Austin, San Antonio, Waco, Lubbock,</b></p> <p>15 <b>and I think that's it.</b></p> <p>16    Q. And are there any other subsidiaries in</p> <p>17 Texas?</p> <p>18    <b>A. Not that I'm aware of.</b></p> <p>19    Q. But do you know whether there is or there</p> <p>20 isn't?</p> <p>21        MR. DEAN: Objection, form.</p> <p>22        <b>THE WITNESS: I'm trying to figure out</b></p> <p>23 <b>how I would know if something was existing that I didn't</b></p> <p>24 <b>know about.</b></p> <p>25 BY MS. HERRMANN:</p>
<p style="text-align: right;">Page 72</p> <p>1     Q. Well, there could be other subsidiaries;</p> <p>2 correct?</p> <p>3     <b>A. There could be.</b></p> <p>4     Q. How would I find out?</p> <p>5     <b>A. We could ask Larry Jordan.</b></p> <p>6     Q. And what about Jummp? Are there any other</p> <p>7 subsidiaries involved with Jummp?</p> <p>8     <b>A. Outside of those that I've already mentioned,</b></p> <p>9 <b>no.</b></p> <p>10    Q. No. So the only other subsidiaries are</p> <p>11 limited to the ones you mentioned?</p> <p>12    <b>A. That I know of, yes.</b></p> <p>13    Q. And what about Couch Goat?</p> <p>14    <b>A. I cannot be an expert on the corporate</b></p> <p>15 <b>structure of this entity. I just don't -- fully don't</b></p> <p>16 <b>understand all of the different LLCs and which one is</b></p> <p>17 <b>mapped to which, but to my knowledge, there are no LLCs</b></p> <p>18 <b>or any other subsidiaries of Couch Goat.</b></p> <p>19    Q. And going back, we were talking about</p> <p>20 individuals enrolled and I provided a spreadsheet that</p> <p>21 had individuals' names, enrollment, sign date. So the</p> <p>22 list -- and I'm just -- since we took a break, that list</p> <p>23 encompasses which subsidiary or which company?</p> <p>24    <b>A. Couch Goat.</b></p> <p>25    Q. And it includes what markets?</p>	<p style="text-align: right;">Page 73</p> <p>1     <b>A. DFW.</b></p> <p>2     Q. What is the purpose of the multiple</p> <p>3 subsidiaries in Texas?</p> <p>4     <b>A. I don't really know.</b></p> <p>5     Q. What do you know regarding the</p> <p>6 subsidiaries?</p> <p>7        MR. DEAN: Objection, form.</p> <p>8        <b>THE WITNESS: All I know is that we group</b></p> <p>9 <b>drivers and enroll them based on what geographic market</b></p> <p>10 <b>they are in based on those affiliates or LLCs.</b></p> <p>11 BY MS. HERRMANN:</p> <p>12    Q. So you stated "group drivers" and I just want</p> <p>13 to get an understanding. Define "group drivers."</p> <p>14    <b>A. Okay.</b></p> <p>15    Q. I know that's not a term, "group drivers,"</p> <p>16 I'm saying when you group drivers, what does that</p> <p>17 mean?</p> <p>18    <b>A. We enroll drivers in Openforce based on what</b></p> <p>19 <b>market they live in, and that market designates which</b></p> <p>20 <b>legal entity they are enrolling with, which Openforce</b></p> <p>21 <b>enrollment they receive.</b></p> <p>22    Q. Make sure I understood this right. <b>They</b></p> <p>23 <b>enroll to provide delivery services</b> and based on their</p> <p>24 place that they live, the location?</p> <p>25    <b>A. Generally, yes, it can be a little bit muddy</b></p>

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<p>1   <b>if someone drives between multiple markets.</b></p> <p>2   Q. Okay.</p> <p>3   <b>A. But yes, for the most part it's based on</b> <b>4 where you live.</b></p> <p>5   Q. And based on where you live, is the legal</p> <p>6 entity that is -- I guess that's where -- that is</p> <p>7 identified in the agreement?</p> <p>8   <b>A. Yes.</b></p> <p>9   Q. And we'll take the individuals that live in</p> <p>10 one place, stay in one place, in one market; then it's</p> <p>11 very streamlined in that instance. If they live in</p> <p>12 Oklahoma -- and I'm not saying that is a market or</p> <p>13 anything, I'm just saying for example purposes. They</p> <p>14 live in Oklahoma, they don't go anywhere else, they just</p> <p>15 live there, and they enroll based on their single state;</p> <p>16 Oklahoma determines if there is an entity in that</p> <p>17 market, what entity is going to apply?</p> <p>18   <b>A. That's correct.</b></p> <p>19   Q. Okay. And now in the instance where the</p> <p>20 driver drives in multiple markets, is that driving</p> <p>21 between states?</p> <p>22   <b>A. It could be.</b></p> <p>23   Q. So there are drivers that drive between</p> <p>24 states or outside? So if somebody lives in Texas they</p> <p>25 could drive or deliver in Oklahoma?</p>	<p>Page 74</p> <p>1   <b>A. That is possible.</b></p> <p>2   Q. So now regarding drivers that drive in</p> <p>3 multiple markets, can you explain to me how the</p> <p>4 assignment and the enrollment works?</p> <p>5   <b>A. I don't know. I think that's an exception to</b> <b>6 the rule. The majority live and drive and deliver in</b> <b>7 one market.</b></p> <p>8   Q. So the individuals that are the exception</p> <p>9 that do drive in multiple markets or through multiple</p> <p>10 markets, how does that work?</p> <p>11   <b>A. I don't fully know, but I believe they may</b> <b>12 enroll in more than one market.</b></p> <p>13   Q. So they do -- do they go through the</p> <p>14 onboarding process multiple times?</p> <p>15   <b>A. No.</b></p> <p>16   Q. Okay. So explain to me --</p> <p>17   <b>A. They just receive an agreement for Couch Goat</b> <b>18 and then another for Hot Flash.</b></p> <p>19   Q. Can you tell me what states you have markets</p> <p>20 in?</p> <p>21   <b>A. Not off the top of my head.</b></p> <p>22   Q. Can you name me five?</p> <p>23   <b>A. Texas, Oklahoma, Colorado, Georgia,</b> <b>24 Tennessee.</b></p> <p>25   Q. What about Atlanta?</p>
<p>1   <b>A. We do have some business in Atlanta.</b></p> <p>2   Q. And there are drivers in Texas that drive to</p> <p>3 Oklahoma?</p> <p>4   <b>A. I don't know that to be true.</b></p> <p>5   Q. And why do you say that you don't know that</p> <p>6 to be true?</p> <p>7       MR. DEAN: Objection, form.</p> <p>8 BY MS. HERRMANN:</p> <p>9   Q. And I'm just -- I'm trying to understand.</p> <p>10   <b>A. I don't know with any certainty if we have</b> <b>11 drivers in DFW crossing into Oklahoma. I just don't</b> <b>12 know.</b></p> <p>13   Q. Could you find out?</p> <p>14   <b>A. Sure.</b></p> <p>15   Q. How could you find out?</p> <p>16   <b>A. We could look at the dispatching system to</b> <b>17 see if a DFW driver made deliveries into Oklahoma.</b></p> <p>18   Q. Same for Texas to Atlanta, Texas to</p> <p>19 Tennessee?</p> <p>20   <b>A. Mm-hmm, sure.</b></p> <p>21   Q. And since we're sticking to Texas to</p> <p>22 Oklahoma, and if the driver is in Texas, they would have</p> <p>23 signed the coach -- Couch Goat agreement?</p> <p>24   <b>A. Yes.</b></p> <p>25   Q. Okay.</p>	<p>Page 76</p> <p>1       MR. DEAN: Objection, form.</p> <p>2 BY MS. HERRMANN:</p> <p>3   Q. Is there any subsidiary in Oklahoma?</p> <p>4   <b>A. There is. I believe that Oklahoma City is</b> <b>5 part of Peachtree.</b></p> <p>6   Q. Would that driver have two agreements?</p> <p>7   <b>A. I don't know.</b></p> <p>8   Q. And again, who would know?</p> <p>9   <b>A. Either the driver's dispatcher or Larry</b> <b>10 Jordan.</b></p> <p>11   Q. And how would the dispatcher or Larry Jordan</p> <p>12 know?</p> <p>13   <b>A. They would have to pull up that driver in</b> <b>14 Openforce.</b></p> <p>15   Q. The agreement in Openforce, we were talking</p> <p>16 about the late 2021 Openforce agreement. Prior to 2021,</p> <p>17 the agreement that was used was different?</p> <p>18   <b>A. Yes.</b></p> <p>19   Q. And what was different between the agreement</p> <p>20 before the Openforce agreement? I'm just going to</p> <p>21 identify it as the "Openforce agreement."</p> <p>22   <b>A. The prior --</b></p> <p>23       MR. DEAN: Objection, form.</p> <p>24       <b>THE WITNESS: The prior agreement did not</b> <b>25 have OCC ACC insurance in it, nor did it have the</b></p>

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<p>1 arbitration clause.</p> <p>2 BY MS. HERRMANN:</p> <p>3 Q. Occupational accident insurance?</p> <p>4 A. That's it.</p> <p>5 Q. And can you tell me what occupational</p> <p>6 accident insurance is?</p> <p>7 A. I can try. I'm not an insurance person. My</p> <p>8 understanding, as I mentioned earlier, is it is intended</p> <p>9 to protect the customer, and I've actually learned the</p> <p>10 driver, in case someone was injured performing a</p> <p>11 delivery.</p> <p>12 Q. And you state you "just learned." When did</p> <p>13 you just learn that?</p> <p>14 A. Earlier today.</p> <p>15 Q. When?</p> <p>16 A. Do I need to know a time?</p> <p>17 Q. No, so I should say this, during a break --</p> <p>18 A. During a break.</p> <p>19 Q. Okay. Who told you about that?</p> <p>20 A. Whitney Jordan.</p> <p>21 Q. What did she tell you?</p> <p>22 A. She told me that occupational accidental</p> <p>23 insurance also protects the driver in cases where if</p> <p>24 they were injured, it provides them with wages while</p> <p>25 they're unable to work.</p>	<p>Page 78</p> <p>1 Q. What else did Whitney Jordan tell you during</p> <p>2 the break?</p> <p>3 MR. DEAN: Objection, form.</p> <p>4 THE WITNESS: That's all I know.</p> <p>5 BY MS. HERRMANN:</p> <p>6 Q. So my question was, what else did she tell</p> <p>7 you, not what else do you know. What else did she tell</p> <p>8 you during the break, regardless of whether it was</p> <p>9 concerning the occupational accidental insurance or</p> <p>10 not?</p> <p>11 MR. DEAN: Same objection.</p> <p>12 THE WITNESS: What else did she tell me?</p> <p>13 She mentioned a little bit of background information</p> <p>14 about Exhibit 4, the drivers' -- the orders that show</p> <p>15 with zero commission.</p> <p>16 BY MS. HERRMANN:</p> <p>17 Q. What did she tell you? What background?</p> <p>18 A. She indicated that the majority of these are</p> <p>19 test orders entered into the system to train, or they</p> <p>20 are orders that were closed out because the delivery</p> <p>21 could not be made.</p> <p>22 Q. So when it says "wrong address" it's either</p> <p>23 test order or closed out?</p> <p>24 A. I don't know if that's the only time that we</p> <p>25 would see that, but that's what she alluded to regarding</p>
<p>1 these.</p> <p>2 Q. And the only one that identifies zero</p> <p>3 commission is Exhibit 4?</p> <p>4 A. That's to my knowledge, yes. Yes.</p> <p>5 Q. And what do you mean by "closed out" or what</p> <p>6 does that mean?</p> <p>7 A. The only example she could give me that I</p> <p>8 remember was if a driver picked up an order and the --</p> <p>9 I'm trying to think of the scenario she described. If</p> <p>10 the delivery could not be made today, the driver often</p> <p>11 is told they can go ahead and keep the cookies, the</p> <p>12 customer is not there, something along those lines.</p> <p>13 They are paid for those deliveries. The only time they</p> <p>14 wouldn't be is if they were either a dummy order like</p> <p>15 these or if there was some reason that the driver picked</p> <p>16 up the order and then refused to make the delivery.</p> <p>17 That was the only example she could give me.</p> <p>18 Q. And you said today that's what that means?</p> <p>19 A. Yes.</p> <p>20 Q. So today from -- give me a time range.</p> <p>21 A. As far as I know, as long as we've used</p> <p>22 Tiff's or as long as we've been a customer of theirs.</p> <p>23 Q. So would zero commission show up in the</p> <p>24 settlement sheets given to the drivers?</p> <p>25 A. I think it's possible, but I think it would</p>	<p>Page 80</p> <p>1 be very rare.</p> <p>2 Q. And why would it be rare?</p> <p>3 A. Well, most of the deliveries the driver picks</p> <p>4 up are actually delivered. Most drivers don't have test</p> <p>5 orders entered under their name. I just -- I think it's</p> <p>6 just a very rare exception.</p> <p>7 Q. And to understand, she explained or she</p> <p>8 provided information that those were most likely test?</p> <p>9 A. Yes.</p> <p>10 Q. And then I'm just getting to what I'm going</p> <p>11 to ask, but most drivers wouldn't have test cases?</p> <p>12 A. Mm-hmm.</p> <p>13 Q. So why are those identified?</p> <p>14 A. I'm sorry, why are they identified?</p> <p>15 Q. Yes.</p> <p>16 A. I don't know how to answer that.</p> <p>17 Q. So if they are a test, why are they</p> <p>18 identified in conjunction with the other -- so that is</p> <p>19 part of a spreadsheet that identifies multiple base</p> <p>20 amounts and commission rates paid.</p> <p>21 A. Okay.</p> <p>22 Q. And so my question is, if those are tests,</p> <p>23 why are they reflected on Excel sheets representing the</p> <p>24 amount paid to drivers?</p> <p>25 A. I believe it is because we produced an</p>

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<p style="text-align: right;">Page 82</p> <p><b>1 extract of every order, given the time frame and the 2 proposed collective, that was requested and that would 3 have included test orders.</b></p> <p>4 Q. So if it identifies wrong address or pieces, 5 it's a test order?</p> <p>6 <b>A. I don't know if that's true of all of these.</b></p> <p>7 Q. So how would I know? How could I identify 8 what is a test order and what is actually a wrong 9 address, no pay to the driver?</p> <p>10 <b>A. I don't know that you could identify it 11 without us going into each individual order and looking 12 at the details.</b></p> <p>13 Q. So how was Ms. Jordan able to tell you that 14 those included test cases?</p> <p>15 MR. DEAN: Objection, form.</p> <p>16 <b>THE WITNESS: I would be speculating.</b></p> <p>17 BY MS. HERRMANN:</p> <p>18 Q. So you don't know whether or not those 19 include test cases?</p> <p>20 <b>A. With certainty, all I know is that she told 21 me by looking at these, she feels that a majority of 22 these are. That's all I can tell you.</b></p> <p>23 Q. You don't know?</p> <p>24 <b>A. I do not know.</b></p> <p>25 Q. You say a list for production, that's part of</p>	<p style="text-align: right;">Page 83</p> <p>1 the list we were talking about that?</p> <p>2 <b>A. Mm-hmm.</b></p> <p>3 Q. That list, has it been limited to a market?</p> <p>4 <b>A. The materials that we produced were limited 5 to drivers in Jummp and in Couch Goat.</b></p> <p>6 Q. So those are the subsidiaries. Now, are they 7 limited to the DFW market?</p> <p>8 <b>A. No.</b></p> <p>9 Q. Those include all markets in Texas?</p> <p>10 <b>A. Which subsidiaries?</b></p> <p>11 Q. I guess that's where it gets tricky. 12 So it may be easier if I ask it like 13 this. There are individuals who are not included in 14 that list that perform deliveries in Texas; correct?</p> <p>15 <b>A. That is correct.</b></p> <p>16 Q. And the individuals that are excluded are the 17 individuals who perform deliveries for which 18 subsidiaries?</p> <p>19 <b>A. Hot Flash and Las Perlas.</b></p> <p>20 Q. And who made the decision to exclude the 21 individuals -- to exclude individuals from that list 22 that perform deliveries in Texas?</p> <p>23 <b>A. I don't believe anyone made a decision to 24 exclude anyone. I think we gathered all of the 25 information pertaining to Jummp and Couch Goat during</b></p>
<p style="text-align: right;">Page 84</p> <p><b>1 the time period; and as you can imagine, with multiple 2 entities and multiple systems over a three-year period 3 of time, that was not an easy undertaking.</b></p> <p>4 Q. So I'll break it up. Let's break it up to 5 see where we are and what we have?</p> <p>6 <b>A. Okay.</b></p> <p>7 Q. So multiple systems, let's start with 8 Openforce. Is that the system that you're referring to 9 to pull those or is that CXT?</p> <p>10 <b>A. Openforce is one of the systems that we use 11 to pull data.</b></p> <p>12 Q. Okay. I'll let you finish. Go ahead.</p> <p>13 <b>A. We talked about that Openforce was only 14 started in summer of 2021.</b></p> <p>15 Q. Yes.</p> <p>16 <b>A. The time period was October of '18 through 17 October of '21, so Openforce only has a few months of 18 time. So prior to that, we were looking at Gig Wage, 19 DocuSign, and before those, we were looking into the 20 accounting systems -- and I'm sorry, I don't know the 21 name of our accounting system -- for those that were cut 22 paper checks.</b></p> <p>23 Q. So the same way that the Excel sheet was 24 sorted or exported, the information was exported 25 pertaining to Jummp and then pertaining to Couch Goat is</p>	<p style="text-align: right;">Page 85</p> <p>1 the same way that you can export the information 2 pertaining to Hot Flash, and the same way you can export 3 the information pertaining to Las Perlas; correct?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. Can you pull that information today?</p> <p>6 <b>A. I don't know that it could be pulled today 7 only because some of that may require us to work with 8 archived copies from our server and things that may take 9 longer.</b></p> <p>10 Q. Okay. And when I'm referring to the same 11 information, it would be the same -- reflected in the 12 same manner?</p> <p>13 <b>A. I don't know the previous systems intimately, 14 but I would imagine the content would be the same, I 15 just don't know if it's going to look and be organized 16 and called the exact same things.</b></p> <p>17 Q. Display?</p> <p>18 <b>A. But I think for all practical purposes, the 19 same data that we provided would be just adding 20 additional locations.</b></p> <p>21 Q. In Texas?</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. Okay. Hot Flash is a subsidiary of which 24 company?</p> <p>25 MR. DEAN: Objection, form.</p>

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<p style="text-align: right;">Page 86</p> <p>1       <b>THE WITNESS:</b> I mentioned earlier that      2 I'm not really up to date on exactly which entities are      3 tied to which. I believe it's a subsidiary to Jummp,      4 but I can't confirm that.      5 BY MS. HERRMANN:      6       Q. Is there a way we can confirm that today?      7       MR. DEAN: Objection, form.      8       <b>THE WITNESS:</b> We would have to speak with      9 Larry.      10 BY MS. HERRMANN:      11      Q. Would you be able to call Larry and      12 confirm?      13      MR. DEAN: Objection, form.      14       <b>THE WITNESS:</b> Yes.      15 BY MS. HERRMANN:      16      Q. And what about Las Perlas?      17      MR. DEAN: Same objection.      18       <b>THE WITNESS:</b> Same answer.      19 BY MS. HERRMANN:      20      Q. We're on a roll; right?      21           And just to confirm same answer, you can      22 call Larry --      23      A. Yes.      24      Q. -- and confirm today?      25      A. Yes.</p>	<p style="text-align: right;">Page 87</p> <p>1       Q. And confirm that which company Las Perlas is      2 a subsidiary to?      3      A. Yes.      4       Q. Actually, let's take a break. I don't have a      5 copy of what I want to show you.      6      A. Okay.      7       Q. So let me prepare it so that way I can just I      8 show you. I don't want to be asking you without you      9 being able to see.      10     A. Okay.      11      Q. It's just one of the documents.      12           MS. HERRMANN: Let's take a break real      13 quickly.      14           (Recess taken.)      15 BY MS. HERRMANN:      16      Q. Mr. Knope, I'm going to show you, and I'll      17 represent that what I have pulled up on the screen is      18 plaintiff's first request for production, and if you      19 could see the first page, and I want to call your      20 attention to the second page, and the second page you'll      21 notice that it says "definitions" and it goes on to      22 define "defendant"?      23      A. Yes.      24      Q. And it defines both; I'll let you take a      25 second and read the definition for defendant --</p>
<p style="text-align: right;">Page 88</p> <p>1 defendants. Let me know once you're done reading that.      2      A. Okay.      3      Q. In the definition for defendants it includes      4 Jummp and it includes Couch Goat and all subsidiaries,      5 principals, agents. Is that --      6      A. Yes.      7      Q. Okay. I just wanted to have you read that.      8      A. Okay.      9      Q. And I want to call your attention back to      10 Exhibit 1 and Exhibit 3. And you were present during      11 Ms. Jordan's deposition yesterday. These were      12 introduced as 1 and 3. 1 is the Federal Rules of      13 30(b)(6) deposition notice for Jummp and then the      14 deposition notice for Couch Goat. And if you can flip      15 to 4 and 5 respectively, that will identify -- I believe      16 that is where the topic list is or the definitions --      17 there we go. Yes, 4 and 5 on each one provides a      18 definition or definitions.      19      A. Okay.      20      Q. And you have been designated on behalf of      21 both Jummp and Couch Goat; correct?      22      A. Yes.      23      Q. Okay. And if you can -- I'll have you flip      24 back to 4 and 5 for reference. That also includes the      25 definition for Jummp, the Defendant Jummp and the</p>	<p style="text-align: right;">Page 89</p> <p>1      Defendant Couch Goat?      2      A. Yes.      3      Q. Okay. And in both -- and if you'd like, I      4 can go and turn my screen over as well -- it's the same      5 class, proposed class, collective definition?      6      A. Okay.      7      Q. "All individuals who worked for defendants as      8 couriers in Texas who were classified as independent      9 contractors," that's the same definition across all the      10 pleadings I should say?      11     A. Yes.      12      Q. And so I'm trying to understand the      13 production and the carve-outs since those identify the      14 subsidiaries, and I want to ensure what -- I just want      15 you to tell me. So those lists you've stated that they      16 can be provided?      17     A. Yes.      18      Q. And we can obtain those?      19     A. Yes.      20      Q. Okay. So will you provide those?      21     A. Absolutely.      22           MR. DEAN: Objection, form.      23 BY MS. HERRMANN:      24      Q. And again, regarding the subsidiaries that we      25 just discussed today, in addition to those because they</p>

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<p>1 belong under each --</p> <p><b>2 A. Yes.</b></p> <p>3 Q. -- and they're encompassed within the 4 definition?</p> <p><b>5 A. Yes.</b></p> <p>6 Q. And the definition includes Texas?</p> <p>7 MR. DEAN: Same objection.</p> <p>8 BY MS. HERRMANN:</p> <p>9 Q. The proposed collective definition, I should 10 say.</p> <p><b>11 A. Yes.</b></p> <p>12 Q. Okay. Perfect. Thank you.</p> <p><b>13 A. Mm-hmm.</b></p> <p>14 Q. You can keep those in case we reference back 15 to them.</p> <p>16 (Exhibit 7 marked.)</p> <p>17 BY MS. HERRMANN:</p> <p>18 Q. I'm going to introduce Plaintiff's Exhibit 7. 19 So -- well, can you tell me what this is?</p> <p><b>20 A. This is a independent contractor agreement prior to our Openforce agreement.</b></p> <p>21 Q. And this identifies Jumpp Logistics?</p> <p><b>22 A. Yes.</b></p> <p>23 Q. Is this the agreement provided through 24 DocuSign or Gig Wage?</p>	<p>Page 90</p> <p><b>1 A. I believe that this would have been provided through DocuSign. It says "DocuSign" at the top.</b></p> <p>3 Q. Okay. So this was prior to Gig Wage?</p> <p><b>4 A. Gig Wage is a payment vehicle, not an agreement.</b></p> <p>6 Q. Okay. And I'm still going to be on 7 for a 7 little bit. So in Exhibit 7, this is the agreement that 8 the drivers in Texas were presented and signed during 9 the time that this one was the one that was 10 applicable?</p> <p><b>11 A. I believe that to be true, yes.</b></p> <p>12 Q. And this is the only agreement?</p> <p><b>13 A. To my knowledge.</b></p> <p>14 Q. So --</p> <p>15 MR. DEAN: Objection, form.</p> <p>16 BY MS. HERRMANN:</p> <p>17 Q. Do you need a few seconds to make sure? Let 18 me ask you this. Before -- so I know that there's 19 different time periods --</p> <p><b>20 A. Sure.</b></p> <p>21 Q. -- where they were advised, so we have 22 independent contractor agreements, and then I know along 23 the line Openforce, the one we talked about that has a 24 new provision, so along the line, they've been different 25 but it's been an agreement?</p>
<p><b>1 A. Yes.</b></p> <p>2 Q. So this is the only agreement during the time 3 that this one was implemented?</p> <p><b>4 A. I would have no way to know if this has been revised during that time. I don't know if there were 6 multiple versions of this. In other words, there could 7 have been language that was changed and I would not have 8 any idea.</b></p> <p>9 Q. So not whether or not it's been revised, but 10 this one identifying Jumpp Logistics, this agreement -- 11 so, for example, you have the Openforce agreement, you 12 mentioned adding the social media addition, but it's 13 still the agreement?</p> <p><b>14 A. Okay.</b></p> <p>15 Q. That was presented through Openforce?</p> <p><b>16 A. Okay.</b></p> <p>17 Q. Unless there's any other agreement that's 18 been used through Openforce?</p> <p><b>19 A. Okay.</b></p> <p>20 Q. And there is no other agreement through 21 Openforce?</p> <p><b>22 A. Not that I'm aware of, no.</b></p> <p>23 Q. So my question applies during the time that 24 this agreement --</p> <p><b>25 A. It is the only document I'm aware of.</b></p>	<p>Page 92</p> <p><b>1 Q. Okay. Do you know whether or not it is the only document -- it's the only agreement?</b></p> <p>3 MR. DEAN: Objection, form.</p> <p><b>4 THE WITNESS: I believe that during the 5 period of time that we used DocuSign to enroll 6 independent contractors, this is the only agreement that 7 we had.</b></p> <p>8 MS. HERRMANN: Thank you.</p> <p>9 (Exhibit 8 marked.)</p> <p>10 BY MS. HERRMANN:</p> <p>11 Q. Plaintiffs are going to introduce Exhibit 8. 12 And as you can see at the bottom corner, Jumpp 000051 13 through 52, and this agreement, was this before or after 14 Exhibit 7?</p> <p><b>15 A. This one is Couch Goat, this one is Jumpp.</b></p> <p>16 Q. Okay. So same agreement during the time that 17 it was implemented, other than one was for drivers 18 enrolled with Jumpp and drivers enrolled with Couch 19 Goat?</p> <p><b>20 A. That is my understanding, yes.</b></p> <p>21 Q. Prior to Openforce there was no other 22 agreement used by Couch Goat; correct?</p> <p><b>23 A. Correct.</b></p> <p>24 Q. And there was no other agreement used by 25 Jumpp Logistics; correct?</p>

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<p>1   <b>A. Correct.</b></p> <p>2   Q. And these two agreements, so Exhibit 7, 3   Exhibit 8, they do not contain an arbitration clause; 4   correct?</p> <p>5   <b>A. Correct.</b></p> <p>6   Q. Do these apply to all drivers in all markets 7   in Texas?</p> <p>8   <b>A. I believe the only thing that would be 9   different would be the name would be reflective of that 10   LLC for a different market, so it would show Hot Flash 11   or it would show Las Perlas.</b></p> <p>12   Q. Okay. Do you have the agreements for Las 13   Perlas and Hot Flash?</p> <p>14   <b>A. I believe so. I know that we would go 15   through the exact same process to extract these as we 16   did the prior; so as far as I know, yes, we should have 17   them.</b></p> <p>18   Q. So essentially the same production. The 19   spreadsheet identifying all the delivery drivers, the 20   agreements provided, the one for Couch Goat and the one 21   for Jumpp Logistics, during the time that these were the 22   only ones used, you could do the same thing for Las 23   Perlas and Hot Flash?</p> <p>24   <b>A. Yes.</b></p> <p>25   Q. And it would be this same agreement, same</p>	<p>Page 94</p> <p>1   terms other than the entity name throughout the 2   agreement?</p> <p>3   <b>A. To the best of my knowledge, yes, it's 4   possible; but there could have been something unique in 5   one of these others, but I don't know of anything.</b></p> <p>6   Q. Do you know?</p> <p>7   <b>A. No, I don't.</b></p> <p>8   Q. And I'm sure beginning of litigation you were 9   informed to preserve documents, and instructed not to 10   destroy, delete, modify, and such. I just ask that you 11   continue to do that and adhere to that and also 12   regarding the additional agreements that we've just 13   talked about and any of those documents. I know I 14   haven't covered that before, but just making you aware 15   that obligation is now existing regarding the other.</p> <p>16   <b>A. Absolutely.</b></p> <p>17   Q. Thank you. I appreciate that.</p> <p>18   Do you still use DocuSign?</p> <p>19   <b>A. I don't believe so but I'm not -- that's not 20   my responsibility.</b></p> <p>21   Q. Whose responsibility is that?</p> <p>22   <b>A. I think we would have to ask Whitney.</b></p> <p>23   Q. What is a driver's settlement?</p> <p>24   <b>A. A driver's settlement is a -- well, it can be 25   used to refer to a report that shows orders that they</b></p>
<p>1   <b>picked up and delivered during a specific time period 2   and it would include the compensation for those 3   deliveries.</b></p> <p>4   Q. Compensation, base amount?</p> <p>5   <b>A. I think it just shows their commission.</b></p> <p>6   Q. Can you tell me what a report looks like, 7   driver's settlement report?</p> <p>8   <b>A. I haven't seen one in quite a while. Best I 9   can recall, it just shows pretty much exactly as I 10   described, a scrolling list of on this date you picked 11   up from this location, you delivered to this location, 12   with the address, the commission, and then the next item 13   would be another row of the same information for another 14   order for a week at a time.</b></p> <p>15   Q. And that information that's reflected is 16   pulled from the information on CXT?</p> <p>17   <b>A. Yes.</b></p> <p>18   Q. Is Gig Wage being used for anything at this 19   time?</p> <p>20   <b>A. Not that I'm aware of. I don't know that 21   there would be any reason to. I'm not involved in 22   payroll or in any type of payments to drivers, so I 23   don't know if there's any other payments that are being 24   sent for any other reason or payments for vendors or any 25   other transactions. I don't know of any reason to use</b></p>	<p>Page 96</p> <p>1   it.</p> <p>2   Q. And you mentioned "payment for vendors" or to 3   vendors?</p> <p>4   <b>A. I don't even know what that would be. It was 5   just -- I have no idea.</b></p> <p>6   Q. Do you know who you're referring to when you 7   stated "vendors"?</p> <p>8   <b>A. I don't know that we purchase from any other 9   vendor.</b></p> <p>10   Q. And maybe we're missing each other. Any 11   other vendor? Who are you identifying as the vendor?</p> <p>12   <b>A. I can't think of a vendor, I'm sorry.</b></p> <p>13   Q. Okay.</p> <p>14   <b>A. I started thinking, is there any part of our 15   accounts payable where we would need to pay an entity 16   and use that vehicle? I don't know of any reason we 17   would.</b></p> <p>18   Q. And on CXT, the software, there are 19   components -- based on the defendants' production, 20   produced the agreement, the licensing program, there are 21   components that the defendants -- I don't know if 22   "design" is the proper term but I guess design or 23   identify, so they set certain components?</p> <p>24   <b>A. I'm sorry, I don't know what you're 25   questioning.</b></p>

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<p>1     Q. Maybe this is a little -- it's a different 2 software. So let's take the rings of distance 3 identifying the miles, so if it's 50 miles it's paid at 4 a certain rate, if it's at a hundred miles it's paid 5 within a certain rate, that's inputted into the software 6 so it could calculate the base amount which then you 7 would drive the driver commission pay?</p> <p><b>8     A. I don't know that that data is entered into 9 CXT, I'm just thinking this through. I would assume it 10 is, but I don't know that for sure. I would think that 11 it is, but I have not seen how distance and commissions 12 are calculated in CXT.</b></p> <p>13     Q. You said distance and?</p> <p><b>14     A. Commission.</b></p> <p>15     Q. And other than the -- I know we talked about 16 the videos on Nextstop. You mentioned you -- there's a 17 second version you revised, whatever you want to 18 describe that as, and now it looks different based on 19 it's no longer a video of a phone. Now it's actually a 20 full display?</p> <p><b>21     A. Right.</b></p> <p>22     Q. What else did you revise or change from the 23 first training video to the second one?</p> <p><b>24     A. Without going back and comparing the two, I 25 don't remember what was in the first version. I don't</b></p>	<p>Page 98</p> <p><b>1 know if it's possible that we made other changes to it, 2 but I don't remember specifically what they were. I 3 would have to compare them.</b></p> <p>4     Q. There are additional changes?</p> <p><b>5     A. I don't even know that. It might have just 6 been that we made it cleaner and easier to see. Sorry, 7 it's been a while since I've seen it.</b></p> <p>8     Q. It's okay. During Ms. Jordan's deposition 9 yesterday she mentioned some customers, I believe one of 10 them was Zoe's?</p> <p><b>11     A. Mm-hmm.</b></p> <p>12     Q. What is Zoe's?</p> <p><b>13     A. I believe it's a Mediterranean restaurant.</b></p> <p>14     Q. And Ms. Jordan also identified Anixter?</p> <p><b>15     A. I'm not familiar with them.</b></p> <p>16     Q. Okay. Based on defendants' production 17 another one that was reflected is Dallas Medical. Are 18 you familiar with them?</p> <p><b>19     A. I've heard of them but I don't know what we 20 do or have done with them.</b></p> <p>21     Q. Can you provide me some other additional 22 customer names?</p> <p><b>23     A. Outside of Tiff's?</b></p> <p>24     Q. Yes.</p> <p><b>25     A. Lab Logistics, that's the only one that's</b></p>
<p>1     <b>coming to mind at the moment.</b></p> <p>2     Q. You might have stated this earlier, just to 3 confirm before is -- you can provide a list identifying 4 individuals who cross state lines; correct?</p> <p><b>5     A. I believe we have that ability. We would 6 have to identify -- it would take some work, but I think 7 we could pull that together.</b></p> <p>8     Q. And you can produce a list that would 9 identify the pickup and delivery location? So, for 10 example, a location pickup in Texas and delivery in 11 Oklahoma?</p> <p><b>12     A. Yes.</b></p> <p>13     Q. And you can produce that, plus identifying 14 the delivery drivers crossing state lines for all 15 subsidiaries in all markets in Texas?</p> <p><b>16     A. I believe so.</b></p> <p>17     Q. Is that a yes or no?</p> <p><b>18     A. Unless there's a system limitation I'm 19 unaware of, yes, we can do that.</b></p> <p>20     Q. And what type of limitation would exist that 21 would prevent you from preparing or producing that 22 list?</p> <p><b>23     A. I don't know of any.</b></p> <p>24     Q. Is there any?</p> <p><b>25     A. Not that I'm aware of.</b></p>	<p>Page 100</p> <p><b>1 coming to mind at the moment.</b></p> <p>2     Q. You might have stated this earlier, just to 3 confirm before is -- you can provide a list identifying 4 individuals who cross state lines; correct?</p> <p><b>5     A. I believe we have that ability. We would 6 have to identify -- it would take some work, but I think 7 we could pull that together.</b></p> <p>8     Q. And you can produce a list that would 9 identify the pickup and delivery location? So, for 10 example, a location pickup in Texas and delivery in 11 Oklahoma?</p> <p><b>12     A. Yes.</b></p> <p>13     Q. And you can produce that, plus identifying 14 the delivery drivers crossing state lines for all 15 subsidiaries in all markets in Texas?</p> <p><b>16     A. I believe so.</b></p> <p>17     Q. Is that a yes or no?</p> <p><b>18     A. Unless there's a system limitation I'm 19 unaware of, yes, we can do that.</b></p> <p>20     Q. And what type of limitation would exist that 21 would prevent you from preparing or producing that 22 list?</p> <p><b>23     A. I don't know of any.</b></p> <p>24     Q. Is there any?</p> <p><b>25     A. Not that I'm aware of.</b></p>

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<p style="text-align: right;">Page 174</p> <p><b>1 be -- we can do it but it's based on if they are named</b>  <b>2 with an LLC. So it is possible that individuals could</b>  <b>3 have an LLC that we are not aware of or that they did</b>  <b>4 not enroll in Openforce with.</b></p> <p>5 Q. Okay. The ones that did enroll and are 6 operating based on that, we can separate them?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. So we can have those separated and then 9 individuals?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. And even though they are operating LLCs, 12 individuals, they're still getting paid base rate based 13 on the compensation? I'm not trying to tie them in, I'm 14 just trying to make sure that I'm trying to kind of 15 carve out here and understand what the differences are.</p> <p>16 <b>A. Okay.</b></p> <p>17 Q. So individuals still offer Tiff's Treats, for 18 example, the same thing in that area in Texas, same 19 defendants, everything?</p> <p>20 <b>A. Yes.</b></p> <p>21 Q. Same for individuals? The only difference is 22 how they are set up and enrolled and delivered?</p> <p>22 MR. DEAN: Objection, form.</p> <p>23 BY MS. HERRMANN:</p> <p>24 Q. LLC versus individual?</p>	<p style="text-align: right;">Page 175</p> <p>1 MR. DEAN: Objection, form.</p> <p>2 <b>THE WITNESS: The only difference for us</b>  <b>3 so far that we've spoken about, yes.</b></p> <p>4 BY MS. HERRMANN:</p> <p>5 Q. So then you have that. Are there any other 6 different type of individuals that are not LLCs and that 7 are not individuals within that definition that would be 8 something different? And I'm asking you because you 9 know the different operations, so I just want to make 10 sure.</p> <p>11 <b>A. I don't think so.</b></p> <p>12 Q. Okay.</p> <p>13 <b>A. I hate to answer that ambiguously, but I --</b>  <b>14 there's not any other type of classification that I'm</b>  <b>15 aware of. So to my knowledge, it would be, yes, they're</b>  <b>16 either an independent contractor individually or they</b>  <b>17 are set up with an LLC.</b></p> <p>18 Q. Okay. And I don't know, I'm asking, are 19 there any individuals that are -- well, you said that's 20 the only classification, those two that we discussed, 21 and going back now to the individuals set up as 22 individuals. Is there -- I know that there's different 23 customers. We know that, different pick up. So is 24 there anything that is identifying that is different 25 just with individuals?</p>
<p style="text-align: right;">Page 176</p> <p>1 Like, are they operating at -- well, not 2 a different agreement. They're all subject to the same 3 agreement, depending on where they enroll. Any other 4 major difference between -- within the individuals that 5 we now have?</p> <p>6 MR. DEAN: Objection, form.</p> <p>7 <b>THE WITNESS: No.</b></p> <p>8 BY MS. HERRMANN:</p> <p>9 Q. And just so we're on the same page. The 10 market or where the agreement doesn't deter -- I'm sure 11 you've already, based on all your responses, is the 12 market, the subsidiary, the agreement, anything that 13 doesn't determine whether or not they're enrolled as an 14 independent contractor? Like, that's not going to 15 change the individual status that enrolled as an 16 individual?</p> <p>17 <b>A. No.</b></p> <p>18 Q. Okay. And now if I were to say all 19 individuals who just delivered for Tiff's Treats -- so 20 carve it out, another group of individuals, just 21 individuals -- do you see where I'm going?</p> <p>22 <b>A. I think so.</b></p> <p>23 Q. Okay. So all individuals who just delivered 24 for Tiff's Treats, Texas, just those group -- that 25 group, is there any dissimilarities in that group?</p>	<p style="text-align: right;">Page 177</p> <p>1 MR. DEAN: Objection, form.</p> <p>2 BY MS. HERRMANN:</p> <p>3 Q. Other than, of course, the location pickup. 4 One might be Irving, one might be Fort Worth, depending 5 on the range, base rate.</p> <p>6 <b>A. What do you mean by "dissimilarities"?</b></p> <p>7 Q. Because we identified there's a group of LLC 8 individuals, and that's based on how they're enrolled. 9 It could be identified if there's a list. And I just 10 want to make sure that there are these individuals that 11 we're talking about, there isn't something else like the 12 LLC that makes them different from each other, like some 13 are LLCs, some are not, that's the difference. So I'm 14 taking the individuals and I'm just carving out some 15 groups so that I can make sure that we've covered that 16 group?</p> <p>17 <b>A. I don't know --</b></p> <p>18 MR. DEAN: Objection, form.</p> <p>19 <b>THE WITNESS: I don't know of anything</b>  <b>20 else that you could use to group all independent</b>  <b>21 contractors set up as individuals who have delivered to</b>  <b>22 Tiff's. I can't think of anything else that you could</b>  <b>23 segregate them based upon other than their market.</b></p> <p>24 BY MS. HERRMANN:</p> <p>25 Q. Meaning?</p>

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<p style="text-align: right;">Page 178</p> <p>1     <b>A. This one delivered in DFW, this one in</b>      2     <b>Houston.</b>      3     Q. And then the other markets, so that could be      4     then -- above that would be, okay, the subsidiary, Hot      5     Flash?      6     <b>A. Yes.</b>      7     Q. And then Las Perlas and then Couch Goat?      8     <b>A. Couch Goat, yes.</b>      9     Q. And those three?      10    <b>A. Yes, that can be done.</b>      11    Q. Okay. And I'm trying to think if there is --      12    there's other customers but Tiff's Treats is the most      13    identifiable and we have been talking about Tiff's      14    Treats, so...      15    <b>A. Right.</b>      16    Q. And other than the market and the subsidiary      17    that would then be determined, is there any other      18    aspect, difference that we can look at or that there is      19    to again --      20           MR. DEAN: Objection, form.      21           <b>THE WITNESS: No.</b>      22    BY MS. HERRMANN:      23    Q. And within -- so I'll start -- I'll go a      24    little bit more, as we were saying individuals, not      25    LLCs, before we carved out Tiff's Treats, those</p>	<p style="text-align: right;">Page 179</p> <p>1     individuals. We can identify and carve out from the      2     individuals the individuals who then delivered across      3     state lines and the individuals who just delivered      4     within Texas?      5     <b>A. I believe that is true, yes.</b>      6     Q. And that's based on our conversation --      7     <b>A. Correct.</b>      8     Q. -- earlier where --      9     <b>A. Correct.</b>      10    Q. -- there's not a specified list but it says      11    pickup, Texas, location delivery, Oklahoma location?      12    <b>A. Yes.</b>      13    Q. And now going back to the more narrow      14    subgroup, we can then have individuals who deliver for      15    Tiff's Treats, all the same customer, all the same      16    individuals, Texas only, all -- the markets identified      17    under each subsidiary, and the list of those individuals      18    that delivered across state lines and the individuals      19    that only delivered within Texas?      20    <b>A. Yes.</b>      21    Q. So each group, each narrow group that we went      22    through and defined right now, are there any other      23    dissimilarities such as -- I don't know because I know      24    we covered the agreements; they're all the same.      25    Anything else that you can identify that would then be</p>
<p style="text-align: right;">Page 180</p> <p>1     helpful to say, "You know what? Yeah, they didn't do      2     the same thing."      3     MR. DEAN: Objection, form.      4     <b>THE WITNESS: No. Those drivers</b>      5     <b>essentially perform the same function, just in different</b>      6     <b>locations.</b>      7    BY MS. HERRMANN:      8     Q. Okay. And at the beginning -- I know it's      9     been a long day. In the beginning of your deposition,      10    so same functions and that includes what we discussed      11    earlier, and I note throughout I showed you an example      12    of a settlement sheet?      13    <b>A. Yes.</b>      14    Q. <b>Same settlement sheet?</b>      15    <b>A. Yes.</b>      16    Q. <b>Same software that was used, CXT?</b>      17    <b>A. Yes.</b>      18    Q. I know within CXT there's the X Dispatch?      19    <b>A. Yes.</b>      20           MR. DEAN: Objection, form.      21    BY MS. HERRMANN:      22    Q. And then the Nextstop video. I should say,      23    yes, correct, under the X Dispatch under CXT; correct?      24           MR. DEAN: Objection, form.      25     <b>THE WITNESS: X Dispatch is software made</b></p>	<p style="text-align: right;">Page 181</p> <p>1     <b>by CXT.</b>      2    BY MS. HERRMANN:      3     Q. Sub component or --      4     <b>A. Well --</b>      5     MR. DEAN: Give me one minute to      6     interject. Go ahead.      7     <b>THE WITNESS: Sure.</b>      8    BY MS. HERRMANN:      9     Q. Okay. So I'll just -- what we discussed      10    earlier, the breakdown, it's all on the transcript so we      11    don't have to go through the whole thing, so same      12    software?      13    <b>A. Yes.</b>      14           MR. DEAN: Objection, form.      15    BY MS. HERRMANN:      16    Q. And then we discussed that the difference is      17    that the agreement has changed throughout the periods?      18    <b>A. Yes.</b>      19           MR. DEAN: Objection, form.      20    BY MS. HERRMANN:      21    Q. But it's the same agreement, it's only the      22    entity that changes based on the market that they enroll      23    in?      24           MR. DEAN: Objection, form.      25     <b>THE WITNESS: Yes.</b></p>

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1	BY MS. HERRMANN:	1	MR. DEAN: Just a signed copy to me,
2	Q. Same terms?	2	please.
3	<b>A. Yes, same terms. I'm sorry. I thought you</b>	3	(Off record at 5:39 p.m.)
4	<b>said "same germs."</b>	4	
5	Q. Oh, okay.	5	
6	<b>A. Yes, same terms.</b>	6	
7	Q. Okay. No, you're fine. You're fine. It's	7	
8	been a long day. Okay. I'm trying to think of anything	8	
9	else.	9	
10	So -- I have to draw it out so excuse me.	10	
11	And each group of individuals, I know we don't have a	11	
12	name of the actual list or spreadsheet, can be the same	12	
13	documents that were produced for the individuals for	13	
14	Jummp and Couch Goat, but then excluding certain	14	
15	categories like we said, let's exclude the LLC	15	
16	individuals and narrow it down to just the individuals	16	
17	who did not enroll, that's possible for each subgroup	17	
18	that we have discussed?	18	
19	<b>A. Yes.</b>	19	
20	Q. That are similar?	20	
21	<b>A. Yes.</b>	21	
22	Q. Okay. I am going to pass the witness.	22	
23	MR. DEAN: Reserve our questions.	23	
24	THE COURT REPORTER: Mr. Dean, did you	24	
25	need to order a copy of the transcript?	25	

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1	WITNESS ERRATA SHEET	1	I, JOHN KNOPE, have read the foregoing
2	WITNESS NAME: JOHN KNOPE DATE: MAY 6, 2022	2	deposition and hereby affix my signature that same is
3	CASE NAME: KEVIN CERVANKA, individually and on behalf	3	true and correct, except as noted above.
4	of others similarly situated vs. JUMPP LOGISTICS, LLC	4	
5	and COUCH GOAT QUANDARY, LLC	5	
6	Reason Codes: (1) to clarify the record; (2) to conform		JOHN KNOPE
7	to the facts; (3) to correct a transcription error;		
8	(4) other (please explain.)		
9	PAGE LINE CHANGE	8	THE STATE OF _____)
10	_____	9	COUNTY OF _____)
11	_____	10	Before me, _____, on
12	_____	11	this day personally appeared JOHN KNOPE, known to me
13	_____	12	(or proved to me under oath or through _____)
14	_____	13	[description of identity card or other document] to be
15	_____	14	the person whose name is subscribed to the foregoing
16	_____	15	instrument and acknowledged to me that they executed the
17	_____	16	same for the purposes and consideration therein
18	_____	17	expressed.
19	_____	18	Given under my hand and seal of office this _____
20	_____	19	day of _____, _____. 20
21	_____	21	
22	_____	22	
23	_____	23	
24	_____	24	NOTARY PUBLIC IN AND FOR
25	_____	25	THE STATE OF _____ COMMISSION EXPIRES: _____

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1 I, CHERYL A. DIXON, Registered Professional  
2 Reporter, Certified Realtime Reporter and Notary Public,  
do hereby declare:

3 That, prior to being examined, the witness  
named in the foregoing deposition was by me duly sworn  
4 pursuant to Section 30(f)(1) of the Federal Rules of  
Civil Procedure and the deposition is a true record of  
5 the testimony given by the witness.

6 That said deposition was taken down by me in  
shorthand at the time and place therein named and  
7 thereafter reduced to text under my direction.

8 \_\_\_\_\_ That the witness was requested to review the  
transcript and make any changes to the  
9 transcript as a result of that review pursuant  
to Section 30(e) of the Federal Rules of Civil  
Procedure.

10 \_\_\_\_\_ Signature is waived.

11 \_\_\_\_\_ The changes made by the witness are appended  
12 to the transcript.

13 \_\_\_\_\_ No request was made that the transcript be  
14 reviewed pursuant to Section 30(e) of the  
Federal Rules of Civil Procedure.

15 I further declare that I have no interest in  
the event or the action.

16 I declare under penalty of perjury under the  
laws of the United States of America that the foregoing  
17 is true and correct.

18 Witness my hand this 23rd day of May, 2022.

19  
20  
21  
22  
23 Cheryl Dixon

Cheryl A. Dixon, RPR, CRR